

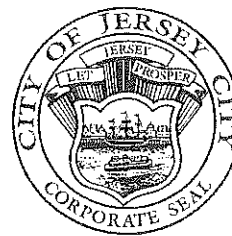
City Clerk File No. Ord. 16.194

Agenda No. 3.H 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage

THIS ORDINANCE SECURES BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE "REDEVELOPMENT AREA BOND FINANCING LAW" AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREINAFTER RECORDED

## ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.194

**TITLE: AN ORDINANCE APPROVING THE EXECUTION OF (1) A FINANCIAL AGREEMENT WITH PH URBAN RENEWAL LLC AND (2) A PLEDGE AGREEMENT RELATED TO THE AUTHORIZATION AND ISSUANCE BY THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) OF REDEVELOPMENT AREA BONDS (NON-RECOURSE TO THE FULL FAITH AND CREDIT OF THE CITY) NOT TO EXCEED \$1,000,000 AND DETERMINING VARIOUS OTHER MATTERS IN CONNECTION THEREWITH**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), in accordance with the criteria set forth in the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of 1992 of the State of New Jersey (the "State"), and the acts amendatory thereof and supplemental thereto (the "Redevelopment Law", as codified by N.J.S.A. 40A:12A-1 et seq.), has heretofore established a portion of the City as an area in need of redevelopment, known as the Paulus Hook Redevelopment Area (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Area includes Block 13102, Lot 1.02 (the "Project Premises"), which Project Premises is governed by the Paulus Hook Redevelopment Plan, as supplemented by the Block 13102 Redevelopment Plan, as the same may be amended and supplemented from time to time (collectively, the "Redevelopment Plan"); and

**WHEREAS**, PH Urban Renewal LLC (the "Entity") as the contract purchaser of the Project Premises, made application to the Jersey City Redevelopment Agency (the "Agency") to be designated as the entity to redevelop the Project Premises; and

**WHEREAS**, the Agency has reviewed the proposal of the Entity and related submissions and has determined that it is in the Agency's best interests to select the Entity as the designated redeveloper for the Project Premises; and

**WHEREAS**, the Entity intends to undertake a redevelopment project on the Project Premises, which is will include the construction of (i) a 52-story residential tower containing up to 750 residential units, of which five percent (5%) of the revenue generating residential units will be deed restricted for a twenty (20) year term for use as housing for moderate income households (i.e., households which earn 80% or less of area mean income and which qualify as income eligible for such housing under HUD guidelines), (ii) approximately 18,464 square feet of retail/commercial space, (iii) a school space of approximately 35,000 square feet in size, as acceptable to the Jersey City Board of Education (the "JCBOE"), for use as a first grade, kindergarten and/or pre-kindergarten facility or as the JCBOE shall decide (the "School Space"), which, once constructed by the Entity, will be conveyed to the JCBOE for nominal consideration, (iv) a parking garage containing approximately 416 parking spaces, (v) an open space plaza fronting Christopher Columbus Drive to be constructed and maintained by the Entity for public, passive use/open space (collectively, the "Project"); and

**WHEREAS**, the Entity shares common ownership with the business entity which owns and operates an existing residential building located at 100 Montgomery Street, Jersey City and identified on the City's tax map as Block 13102, Lot 1.01 (the "Montgomery Street Property"), which is currently restricted for rental to moderate income households; specifically, households which earn 80% or less of area mean income and which qualify as income eligible for such housing under HUD guidelines ("Qualified Affordable Households"); and

**WHEREAS**, as additional consideration for the City's designation of the Entity as the sole Entity for the Project Premises, the Entity has agreed to (i) replace the windows (for improved acoustical performance and energy efficiency) at the Montgomery Street Property and construct facade improvements to the building as well, at a cost of no less than \$3,000,000, and (ii) compel the owner of the Montgomery Street Property to sign and deliver to the Agency a deed restriction in favor of the Agency, extending the restriction on the use of no less than one-hundred sixty-three (163) of the housing units within the Montgomery Street Property for use by Qualified Affordable Households; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-66, a municipality that has designated a redevelopment area may provide for tax exemption within that redevelopment area and for payments in lieu of taxes in accordance with the provisions of the Long Term Tax Exemption Law of 1992, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State of New Jersey, and the Acts amendatory thereof and supplemental thereto (the "Tax Exemption Law", as codified in N.J.S.A. 40A:12A-1 et seq.); provided, however, that the provisions of section 12 of the Tax Exemption Law (N.J.S.A. 40A:20-12) establishing a minimum or maximum annual service charge and requiring staged increases in annual service charges over the term of the exemption period, and of section 13 of the Tax Exemption Law (N.J.S.A. 40A:20-13) permitting the relinquishment of status under that law, shall not apply to redevelopment projects financed with bonds; and

**WHEREAS**, pursuant to the Tax Exemption Law, the City is authorized to provide for tax exemption within a redevelopment area and for payments in lieu of taxes in accordance with the applicable provisions thereof; and

**WHEREAS**, the Entity, as the contract purchaser of the Project Premises, has submitted an application to the City for the approval of Project, as such term is used in the Tax Exemption Law, all in accordance with N.J.S.A. 40A:20-8 (the "Exemption Application", a copy of which is attached hereto as Exhibit A); and

**WHEREAS**, included in the Exemption Application is a request for a tax exemption and payment in lieu of taxes pursuant to the Tax Exemption Law and the Redevelopment Bond Law; and

**WHEREAS**, the Exemption Application contains documentation evidencing financial responsibility and capability with respect to the proposed development; estimated total development costs; estimated time schedule for start and completion of the proposed development; and conceptual plans; and

**WHEREAS**, the City evaluated the Exemption Application according to criteria which included financial capabilities, experience, expertise, and project concept descriptions; and

**WHEREAS**, the City will enter into a Financial Agreement with the Entity, governing payments made to the City in lieu of real estate taxes on the Project pursuant to the Tax Exemption Law (the "Financial Agreement"); and

**WHEREAS**, to finance certain aspects of the Project, the Jersey City Redevelopment Agency (the "Agency") will issue bonds in an aggregate principal amount of up to \$1,000,000 (the "Redevelopment Area Bonds") pursuant to the Redevelopment Bond Law; and

**WHEREAS**, debt service for the repayment of which Redevelopment Area Bonds will come from the Pledged Annual Service Charge (as that term is defined in the Financial Agreement attached hereto); and

**WHEREAS**, the City and the Entity have each agreed that the Base Annual Service Charge (as that term is defined in the Financial Agreement attached hereto), which is not pledged to the payment of debt service on the Redevelopment Area Bonds shall be for the City's use in its sole discretion, and that the County Annual Service Charge (as that term is defined in the Financial Agreement attached hereto), which is also not pledged to the payment of debt service on the Redevelopment Area Bonds shall be paid to the County of Hudson, as required by N.J.S.A. 40A:20-12; and

**WHEREAS**, the City made the following findings:

In accordance with the Tax Exemption Law, specifically N.J.S.A. 40A:20-11, the City hereby finds and determines that the Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the City and its citizens because the Agreement allows for the development of a blighted site into a productive, useful and job-creating property, and further:

- (a) The current real estate taxes for the Project Premises generate total revenue of approximately \$51,004, whereas the portion of the service charges payable under the Financial Agreement as the "Base Annual Service Charge", as estimated, will generate revenue to the City of \$1,722,776 in the first year;
- (b) The creation of the School Space on site represents an unprecedented partnership to use private sector efficiencies to deliver a public school with no upfront capital outlay from the City, which will offset increasingly urgent infrastructure requirements;
- (c) The Project will enable the preservation and creation of an aggregate of two-hundred (200) moderate income units on site or on the adjacent Montgomery Street Property;
- (d) It is expected that the Project will create approximately 350 new construction jobs and 15 new permanent full time jobs;
- (e) The Project will stabilize and contribute to the economic growth of existing local business and to the creation of new businesses;
- (f) The Project will further the redevelopment objectives of the Block 13102 Redevelopment Plan area, which include the promotion of the principles of smart growth;
- (g) The City's Fiscal Impact Cost Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City;
- (h) The relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance same;
- (i) The relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance in the building over the life of the Project, which will attract occupants to the Project, ensure the likelihood of stabilized rents to tenants and the success of the Project; and
- (j) This Project will have a positive impact on the surrounding area; and
- (k) This Project would not be feasible but for the issuance of a tax exemption.

**WHEREAS**, in order to set forth the terms and conditions under which the Entity and the City (the "Parties") shall carry out their respective obligations with respect to (a) payment of the Annual Service Charge (as that term is defined in the Financial Agreement attached hereto) by the Entity in lieu of real property taxes, and (b) issuance of the Redevelopment Area Bonds by the Agency and provision for repayment thereof by the Entity (subject to adjustment as provided in the Financial Agreement), the Parties have determined to execute the Financial Agreement; and

**WHEREAS**, the Entity is qualified to do business under the provisions of the Tax Exemption Law, and has submitted to the Mayor the Exemption Application, which is on file with the Office of the City Clerk, requesting a tax exemption for the Project; and

**WHEREAS**, the Mayor has submitted the Exemption Application and Financial Agreement to the Municipal Council with his written recommendation of approval (the "Mayor's Recommendation"), a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the Financial Agreement contemplates that the Annual Service Charge will be paid in three (3) categories: (i) the Base Annual Service Charge, to be paid by PH Urban Renewal, LLC to the City for Municipal Services as set forth in the Tax Exemption Law for the City's use in its sole discretion; (ii) the Pledged Annual Service Charge, to be dedicated to debt service on the Redevelopment Area Bonds issued to support certain costs of the Project, pursuant to Redevelopment Bond Law; and (iii) the County Annual Service Charge, to be remitted by the City to the County of Hudson; and

**WHEREAS**, pursuant to the Redevelopment Bond Law, the City, in the exercise of its power under the Redevelopment Bond Law, may enter into contracts as necessary, for the purpose of securing the Redevelopment Area Bonds to finance the Project; and

**WHEREAS**, the Redevelopment Bond Law requires the approval of the New Jersey Local Finance Board prior to the issuance of financial instruments such as the Redevelopment Area Bonds where such financial instruments are to be secured by payments in lieu of taxes such as the Pledged Annual Service Charge; and

**WHEREAS**, the City believes that (a) it is in the public interest for the Entity to undertake the Project; (b) the Project will advance the welfare, convenience and prosperity of the inhabitants of the City; (c) the Project is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden for the City; and

**WHEREAS**, the City further wishes to approve the execution and delivery of a Pledge and Assignment Agreement with the Agency and/or its bond trustee (the "Pledge Agreement"), which Pledge Agreement will provide for, inter alia, the pledge and assignment of the Pledged Annual Service Charge to the Agency or its bond trustee as security for the payment of debt service on the Redevelopment Area Bonds; and

**WHEREAS**, the terms of any trust indenture to be entered into by the Agency in connection with the issuance of the Redevelopment Area Bonds will provide terms and provisions relating to the disbursement of proceeds of the Redevelopment Area Bonds.

**NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:**

1. The Entity has been designated by the Jersey City Redevelopment Agency to act as the redeveloper for the Project, in accordance with the Redevelopment Plan and the plans and specifications contained in the Exemption Application, subject to the conditions and as more fully set forth in the form of Financial Agreement attached hereto. To the extent of any inconsistency with the definition of the "Project" as contained in the Exemption Application or any Redevelopment Agreement as may be entered into by the City and the Entity, the definition of the Project as contained herein and in the Financial Agreement shall control.
2. The Exemption Application, a copy of which is attached hereto as Exhibit A, is hereby approved in accordance with the Mayor's Recommendation, a copy of which is attached hereto as Exhibit B.
3. The Municipal Council hereby finds and determines that the Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the City and its citizens because it allows for the development of a blighted site into a productive, useful and job-creating property: it will generate revenue to the City of \$1,722,776 in the first

year; it will result in the construction of a new school with no upfront capital outlay from the City and which will offset increasingly urgent infrastructure requirements; the Project will enable the preservation and creation of an aggregate of two-hundred (200) moderate income units on site or on the adjacent Montgomery Street Property and it is expected that the Project will create approximately 350 new construction jobs and 15 new permanent full time jobs. Furthermore, the Municipal Council also finds that this Project would not be feasible but for the issuance of a tax exemption.

4. An exemption from taxation is hereby granted to the Entity, with respect to the Project for the term set forth in the Financial Agreement, but in no event shall the tax exemption commence until the effective date of the Financial Agreement, nor extend beyond the earlier of (i) thirty (30) years from the date of the adoption of this ordinance or (ii) twenty-five (25) years from the Substantial Completion of the Project and only so long as the Project is owned by an entity formed and operating under the Tax Exemption Law. To the extent of any inconsistency with any prior City ordinance and/or Municipal Code provision governing the granting of long-term tax exemptions, including, inter alia, procedures for application, review and approval, required terms of the financial agreement, required conditions and covenants, limits on duration, means of enforcement, and all other matters whatsoever, such prior City ordinances and/or Municipal Code provisions are hereby waived (or, alternatively, shall be deemed to be amended and/or superseded by this ordinance) to the extent of such inconsistency, but only with respect to this Ordinance.
5. The Financial Agreement, in substantially the form attached hereto as Exhibit C is approved. The Mayor or Business Administrator are each hereby authorized to execute, on the City's behalf, the Financial Agreement in substantially such form, with such changes as the Corporation Counsel shall determine. The City Clerk is hereby authorized and directed to attest to the execution of the Financial Agreement by the Authorized Officers of the City as determined hereunder and to affix the corporate seal of the City to the Financial Agreement.
6. Pursuant to the provisions of the Redevelopment Bond Law, specifically N.J.S.A. 40A:12A-67(c) and, if applicable, N.J.S.A. 40A:12A-69, the City is hereby authorized to assign, for the benefit of the Agency and/or its bond trustee, and as security for the Redevelopment Area Bonds, all of the City's right, title and interest in and to the Pledged Annual Service Charge. The Pledge Agreement, in substantially the form attached hereto as Exhibit D, is hereby approved. The Mayor or Business Administrator are hereby authorized to execute and deliver, on behalf of the City, the Pledge Agreement, including any such changes which are recommended by the Corporation Counsel. The Mayor or Business Administrator are also hereby further authorized to execute and deliver, on behalf of the City, such additional instruments as may be deemed necessary by the Corporation Counsel, for the purpose of effectuating such assignment. The City Clerk is hereby authorized and directed to attest to the execution of the Pledge Agreement and any such additional instruments by the Mayor or Business Administrator as determined hereunder and to affix the corporate seal of the City thereto.
7. Executed copies of the Financial Agreement and the Pledge Agreement shall be certified by the City Clerk and filed with the Office of the City Clerk. The Office of the City Clerk shall also forthwith file certified copies of this ordinance and the Financial Agreement with the Director of the Division of Local Government Services pursuant to N.J.S.A. 40A:20-12.
8. Upon the execution of the Financial Agreement as contemplated herein, the City Clerk is hereby directed to file and record this Ordinance and the Financial Agreement with the Hudson County Register such that the Financial Agreement and this Ordinance shall be reflected upon the land records of the County of Hudson as a lien upon and a covenant running with each and every parcel of land constituting the Parcel. Pursuant to and in accordance with the provisions of the Redevelopment Bond Law, specifically N.J.S.A. 40A:12A-68(c), and notwithstanding any other law to the contrary, upon recordation of both this ordinance and the Financial Agreement, the lien thereof shall be perfected for all purposes in accordance with law and the lien shall thereafter be superior to all non-municipal liens thereafter recorded or otherwise arising, without any additional notice,

recording, filing, continuation filing or action, until payment of all of the Redevelopment Area Bonds.

9. The City Clerk is hereby directed to attest to such execution and to affix the corporate seal of the City to any document, instrument or certificate deemed necessary, desirable or convenient by the Mayor or Business Administration, in consultation with the Corporation Counsel, in furtherance of the execution and delivery of the Financial Agreement and the Pledge Agreement and the consummation of any transactions contemplated thereby.
10. The Project when completed shall conform with all Federal and State law and ordinances and regulations of the City relating to its construction and use.
11. The Entity shall in the operation of the Project comply with all laws so that no person shall, because of race, religious principles, color, national origin or ancestry, be subject to any discrimination.
12. The Entity shall, from the time the Annual Service Charge becomes effective, pay the Annual Service Charge as set forth in the Financial Agreement.
13. All City officers and professionals are hereby authorized to take all necessary and appropriate steps to assist and join with the Entity (i) in connection with the required application to the New Jersey Local Finance Board for approval of the issuance of the Redevelopment Area Bonds (in an aggregate principal amount up to \$1,000,000.00 for the Project) for the funding of a part of the cost of the Project and (ii) in connection with the required application to the Agency for approval of its issuance of said Redevelopment Area Bonds.
14. The Entity shall pay, or cause to be paid, all outstanding taxes and all outstanding water and sewer charges within thirty (30) days of the adoption of this Ordinance.
15. This Ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.
16. Term: the earlier of 30 years from the adoption of the within Ordinance or 25 years from the date the Project is Substantially Complete.
17. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge equal to the amount in each year the greater of (i) the total taxes (land and pre-existing improvements) levied against all real property in the area covered by Project in the last full tax year in which the Property was subject to taxation, which sum is estimated to be approximately \$51,004; and
  - (b) the Base Annual Service Charge, equal to seven percent (7%) of Annual Gross Revenue estimated to be approximately \$1,722,776 for the first year; and
  - (c) the Pledged Annual Service Charge estimated to be \$79,195; and
  - (d) an Administrative Fee to the City: 2% of the prior year's Base Annual Service Charge or \$34,455; and
  - (e) the County Annual Service Charge: 5% of the Base Annual Service Charge or \$90,099 to be paid by the Entity to the City for remittance by the City to the County of Hudson.
18. Project: (i) a residential tower consisting of up to seven-hundred fifty (750) residential units, of which five percent (5%) of the revenue generating residential units will be deed restricted for a twenty (20) year term for use as housing for moderate income households (i.e., households which earn 80% or less of area mean income and which qualify as income eligible for such housing under HUD guidelines), (ii) approximately 18,464

square feet of retail/commercial space, (iii) a school space of approximately 35,000 square feet in size, as acceptable to the Jersey City Board of Education (the "JCBOE"), for use as a first grade, kindergarten and/or pre-kindergarten facility or as the JCBOE shall decide (the "School Space"), which, once constructed by the Entity, will be conveyed to the JCBOE for nominal consideration, (iv) a parking garage containing approximately 416 parking spaces, (v) an open space plaza fronting Christopher Columbus Drive to be constructed and maintained by the Entity for public, passive use/open space and (vi) other amenities.

19. Affordable Housing Trust Fund: No contribution shall be required in consideration of the creation of the School Space and the preservation and creation of an aggregate of 200 moderate income units on site and on the adjacent Montgomery Street Property. In the event the Entity should voluntarily terminate its tax exemption or take action to cause the affordability control restrictions to expire, prior to the expiration of the Affordable Housing Term, the Entity shall make the Affordable Housing Trust Fund contribution to the City in the amount estimated to be \$1,390,400 as shall be adjusted for inflation, within thirty (30) days of the event triggering this payment.
20. An obligation to execute a Project Labor Agreement and a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses. The Entity shall also comply with the requirements of Section 3-76 of the Jersey City Code concerning required wage, benefit and leave standards for building service workers.
21. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
  - A. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
  - B. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
  - C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - D. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - E. This Ordinance shall take effect at the time and in the manner provided by law.
  - F. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

Certification Required ☐  
Not Required ☐

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

AN ORDINANCE APPROVING THE EXECUTION OF A FINANCIAL AGREEMENT WITH PH URBAN RENEWAL LLC AND OTHER APPLICABLE DOCUMENTS RELATED TO THE AUTHORIZATION AND ISSUANCE BY THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) OF REDEVELOPMENT AREA BONDS (NON-RECOURSE TO THE FULL FAITH AND CREDIT OF THE CITY) NOT TO EXCEED \$1,000,000 AND DETERMINING VARIOUS OTHER MATTERS IN CONNECTION THEREWITH

**Initiator**

<b>Department/Division</b>	Office of the Mayor	Office of the Deputy Mayor
<b>Name/Title</b>	Marcos D. Vigil	Deputy Mayor
<b>Phone/email</b>	201-547-6542	mvigil@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

The applicant, PH Urban Renewal, LLC, is applying for a 25 Year tax abatement for a 52 story mixed-use, mixed-income rental project with 416 parking spaces and a 35,000 square foot school, pursuant to N.J.S.A. 40A: 21-1 et seq., and N.J.S.A. 40A: 12A-64 et seq. The fee of \$9,500 was paid with the application.

The completed project is a 52 story mixed-use, mixed-income rental project with 416 parking spaces and a 35,000 square foot school.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Marcos D. Vigil**  
**Deputy Mayor**

\_\_\_\_\_  
**Date**



**DATE:** November 16, 2016

**TO:** Lee Chang (For distribution to City Council and City Clerk)

**FROM:** Al Cameron, Fiscal Officer - Tax Collector's Office

**SUBJECT:** TWENTY- FIVE YEAR TAX ABATEMENT: MIXED – RATE,  
MIXED – USE RENTAL PROJECT – PH URBAN RENEWAL, LLC  
Block 13102, Lot 1.02

**CC:** J. Monahan, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, P. Leandre,  
K. Kane, R. Field

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**INTRODUCTION:**

The applicant, PH Urban Renewal LLC, is applying for a twenty-five (25) year tax abatement pursuant to N.J.S.A. 40A:20-1 et seq. and the Redevelopment Area Bond Financing Law 40A:12A-64 et seq. It will be new construction of a fifty-two (52) story mixed-use, mixed-income rental project. In addition a 35,000 square foot school building will be constructed. The application fee of \$9,500 was paid with the application.

**LOCATION OF THE PROPERTY:**

The property to be owned by the applicant and affiliates is a full square block bounded by Warren Street, Montgomery Street, Washington, Street and Christopher Columbus Drive. The building Site is currently a paved parking lot. There is a twenty-three (23) story three hundred and eight (308) unit residential rental building on the site known as 100 Montgomery Street and Located at Block 113102 Lot 1.01. It will remain. The project to be built will be known as 25 Christopher Columbus Drive and located on Block 13102 Lot 1.02.

**FINANCING PLAN:**

The Applicant proposes to finance the project in the approximate amounts using following sources:

- \$127,977,000 Private equity
- \$239,529,000 Construction Loan
- \$1,000,000 Redevelopment Area Bonds issued by the Jersey City Redevelopment Agency.

**REDEVELOPMENT AREA BOND:**

The applicant has proposed that the Jersey City Redevelopment Agency issue

Redevelopment Area Bonds in the amount of one million dollars (\$1,000,000) to fund certain infrastructure improvements on the site. The Applicant will pledge an additional Annual Service Charge to the City to pay the annual Debt Service estimated to be approximately \$79,195 based upon current underwriting assumptions.

**AFFORDABLE HOUSING TRUST FUND:**

Thirty-seven (37) of the residential units at the project are affordable to residents earning no more than eighty percent (80%) of the Hudson County median income adjusted for family size.

In addition the Applicant will cause the Owner of Paulus Hook Towers to extend the affordability controls on one hundred sixty-three (163) units at 100 Montgomery Street for twenty (20) years from the date of issuance of the Redevelopment Area Bonds.

Combining the thirty-seven (37) affordable units at 25 Christopher Columbus with the affordable units at 100 Montgomery the fifteen percent (15%) threshold required to waive the AHTF Contribution is reached.

**PROPERTY TO BE CONSTRUCTED:**

The proposed project will be a fifty-two (52) story mixed-use, mixed-income rental building. The building will contain approximately seven hundred and fifty (750) residential units, 18,464 square feet commercial space and a parking garage with four hundred and sixteen (416) spaces.

The applicant will also construct a school space of 35,000 square feet for use as a first grade, kindergarten and/or pre-kindergarten facility. The school space shall be conveyed to the Jersey City Board of Education for nominal consideration.

The residential units will consist of the following:

<u>Unit Type</u>	<u>Market Rate</u>	<u>Affordable</u>	<u>Total</u>
Studio	149	8	157
One Bedroom	361	19	380
Two Bedroom	188	9	197
Three Bedroom	15	1	16
Total	713	37	750

#### **ESTIMATED TOTAL PROJECT COST:**

The cost of construction estimated at \$287,606,250 is certified by David Blakeslee Middleton, the applicant's architect. (Materials \$172,563,750 Labor \$115,042,500) Total Project Cost is projected at \$364,366,213.

#### **CONSTRUCTION SCHEDULE:**

The applicant estimates construction will begin in July 2017. Completion is anticipated in January 2020.

#### **ESTIMATED JOBS CREATED:**

The applicant estimates creation of three hundred-fifty (350) jobs during Construction. Post-construction jobs of approximately fifteen (15) permanent real estate management and service positions are projected. No estimates of retail or school positions were provided. The applicant will execute both a Project Employment and Contracting Agreement and a Project Labor Agreement.

#### **CURRENT REAL ESTATE TAX:**

The current assessment for the land alone is \$662,300. At the current tax rate of \$77.01, the 2016 tax was \$51,003.72. The new assessment for the land is \$7,680,800. The assessment for the improvements will be approximately \$41,783,000 when complete.

The property to be conveyed to the Jersey City Board of education is excluded from the calculation. All taxes are paid through the end of 2016.

#### **PROPOSED ABATEMENT:**

The applicant has requested a term of the lesser of thirty (30) years from the date of approval of an ordinance approving the abatement or twenty-five (25) years from substantial completion of the project.

The Applicant proposes a Base Annual Service Charge of seven percent (7%) of Annual gross revenue, in years one (1) through twenty (20). In addition a two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County.

In addition the Applicant will pay a Pledged Annual Service Charge equal to the full amount of the Debt Service required to meet the annual payments on the Redevelopment Area Bonds. The estimated annual pledged amounts will average \$79,195. The applicant will pay a County Fee and but not a City Administration fee on the Pledged ASC. From the First day of the twenty-first (21<sup>st</sup>.) year the RAB may be retired. If retired, the Pledged Annual Service charge will be zero.

Beginning in year twenty-one (21) through the end of year twenty-five (25) the Base Annual Service charge shall increase to ninety-five percent (95%) of taxes otherwise due. The Applicant proposes that this payment includes both the fee of five percent (5%) to the County and the two percent (2%) administrative fee to the City.

**STAGED ADJUSTMENTS:**

Staged adjustments are not required under the Redevelopment Area Bond Financing Law. Other than the adjustment in year twenty-one (21) shown above the Applicant proposes no staged adjustments.

**PROPOSED REVENUE TO THE CITY:**

At full occupancy the Good Faith estimated annual revenue is \$24,611,092. The Basic Annual Service charge at the rate of seven percent (7%) is \$1,772,776. The City Administrative fee at two percent (2%) would be \$34,455 and the Hudson County fee of five percent (5%) would be \$90,099.

While the applicant considers the payment of the Pledged Annual Service Charge of approximately \$80,000 per year a payment to the City the entire amount is to be used to service the Redevelopment Area Bond debt.

The imputed value of the school building is also not included as revenue to the City. The City's financial advisor, NW Financial Group, imputes the annual value of the school building at approximately \$750,000.

**FISCAL IMPACT COST PROJECTION: MIXED RATE RENTAL UNITS**

**Block: 13102    Lot: 1.02    Loc: 25 COLUMBUS DRIVE**

Market Rate/Affordable Mixed Income Rentals	Number of Units	Demographic Multipliers*				Annual Expenditures		Total Annual Expenditures		
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
Planned Development										
Studio	149	1.000	0.000	149.00	0.00	\$1,172.97	\$3,673.00	\$174,772.96	\$0.00	\$174,772.96
1 Bedroom	361	1.421	0.050	512.98	18.05	\$1,172.97	\$3,673.00	\$601,712.80	\$66,297.65	\$668,010.45
2 Bedroom	188	2.012	0.120	378.26	22.56	\$1,172.97	\$3,673.00	\$443,684.03	\$82,862.88	\$526,546.91
3 Bedroom	15	2.798	0.560	41.97	8.40	\$1,172.97	\$3,673.00	\$49,229.67	\$30,853.20	\$80,082.87
Studio (Affordable)	8	1.000	0.000	8.00	0.00	\$1,172.97	\$3,673.00	\$9,383.78	\$0.00	\$9,383.78
1 Bedroom (Affordable)	19	1.610	0.140	30.59	2.66	\$1,172.97	\$3,673.00	\$35,881.24	\$9,770.18	\$45,651.42
2 Bedroom (Affordable)	9	2.760	0.620	24.84	5.58	\$1,172.97	\$3,673.00	\$29,136.65	\$20,495.34	\$49,631.99
3 Bedroom (Affordable)	1	3.820	1.270	3.82	1.27	\$1,172.97	\$3,673.00	\$4,480.76	\$4,664.71	\$9,145.47
<b>TOTAL</b>	<b>750</b>			<b>1,149.46</b>	<b>58.52</b>			<b>\$1,348,281.90</b>	<b>\$214,943.96</b>	<b>\$1,563,225.86</b>

1. Total Municipal Ratables	\$6,093,045,337	4. CY 2016 Budget	\$570,918,095	6. Population of Jersey City (2014 Census)	262,146	9. Increase in Services Incurred Per Development	\$1,563,225.86
2. Residential Ratables	\$3,281,646,604			7. Per Capita Municipal Cost	\$1,172.97	10. Anticipated Gross PILOT (1st Year)	
Commercial Ratables	\$1,524,059,780					Annual Service Charge (7% AGR)	\$ 1,772,776.00
						2% Admin	\$ 35,455.52
						Less Land Tax (77.01)	\$ (591,498.41)
						Imputed Value of School	\$ 758,425.44
3. Residential Ratables as a Percentage of Total Ratables	53.86%	5. Residential Portion	\$307,490,150	8. Annual Expenditures Per Student**	\$3,673.00	11. 1st Year Net PILOT	\$ 1,975,158.55
						12. Implied Surplus (Cost)	\$ 411,932.70

*Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs*

*NEW ASSESSMENT AFTER IMPROVEMENTS*

\*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

\*\*Source: 2015-2016 Jersey City Municipal Cost Per Pupil

LAND: 7,680,800  
BLDG: 41,783,000

**ADDITIONAL PLEDGED SERVICE CHARGE: \$79,195**

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16,194  
TITLE: 3.H DEC 14 2016 4.A FEB 08 2017

An ordinance approving the execution of a financial agreement with PH Urban Renewal LLC and other applicable documents related to the authorization and issuance by the Jersey City Redevelopment Agency (JCRA) of Redevelopment Area Bonds (Non-Recourse to the Full Faith and Credit of the City) not to exceed \$1,000,000 and determining various other matters in connection therewith.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">DEC 14 2016 7-2</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">FEB 08 2017 9-0</span>											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote TABLED TO THE 2/8/17 MEETING. ADVERTISED JAN. 26, 2017 N.V.--Not Voting (Abstain)  
FOR PUBLIC HEARING ON 2/8/17 SPEAKERS:

YVONNE BALCER	MAZZERATTI POWELL	PATRICK KELLEHER
MIKE KULOWSKI	CORY FRAZIER	ESTHER WINTNER
EDDIE TORRES	GLENROY MARTIN	
LAVERN WASHINGTON	SAMUEL CONAWAY	
MICHAEL LAROCHE	KENNY FRANCIS	
ELLEN SIMON	LAVER PASCHAL	
BRIGID D'SOUZA	RICARDO VONCE	
VERONIKA BENERIN	LEON JUST	
ELIJAH WEST	ZYNITA DAVIS	
SAYMON SANTIAGO	JONATHAN McAULEY	
	AARON DAWSON	
	NATHAN BROWN	

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <span style="float: right;">FEB 08 2017 6-3</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
GADSDEN		✓		OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on DEC 14 2016  
Adopted on second and final reading after hearing on FEB 08 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on FEB 08 2017

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date FEB 08 2017

APPROVED:

Steven M. Fulop, Mayor

Date FEB 14 2017

Date to Mayor FEB 10 2017

# Exhibit C

Rev. 12/12/16  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
Residential Rental

**RE: 25 Christopher Columbus Drive  
Approximately 2 Acres  
Block 113102, Lot 1.02  
Block 13102 Redevelopment Plan**

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the 1<sup>st</sup> day of February, 2017 by and between **PH URBAN RENEWAL LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner of certain property designated as Block 13102, Lot 1.02, more commonly known by the street address of 25 Christopher Columbus Drive, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Block 13102 Redevelopment Plan Area; and

**WHEREAS**, the Entity plans to construct a fifty-two (52) story building containing approximately seven-hundred and fifty (750) residential rental units of which 5% or approximately thirty-seven (37) shall be moderate-income residential rental units and the remaining units (approximately seven-hundred and thirteen (713)) shall be market-rate residential rental units, along with approximately eighteen-thousand four-hundred and sixty-four (18,464) square feet of retail/commercial space and a parking garage containing approximately four-hundred and sixteen (416) parking spaces; [the Project]; and



**WHEREAS**, the Entity has been designated as the redeveloper of the Property by the Jersey City Redevelopment Agency ("JCRA"), and has executed a Redeveloper's Agreement with the JCRA dated \_\_\_\_\_ ("RDA") that commits the Entity to make certain improvements, which are repeated herein; and

**WHEREAS**, the Entity's obligations and commitments in its RDA shall be incorporated herein by reference; and

**WHEREAS**, in addition to the residential tower, the Entity shall also construct a school on the Property, approximately thirty-five thousand (35,000) square feet in size, which has been deemed acceptable to the Jersey City Board of Education (the "JCBOE"), for use as a first grade, kindergarten and/or pre-kindergarten facility, or as otherwise determined by the JCBOE, and as more fully described within the Purchase and Sale Agreement between the Entity and the JCBOE (the "School Space"), which, once constructed by the Entity, will be conveyed to the JCBOE for nominal consideration; and,

**WHEREAS**, the Entity shall also provide for an open space plaza fronting Christopher Columbus Drive to be constructed and maintained by the Entity for passive use by members of the public ("Open Space"); and,

**WHEREAS**, the Entity has agreed to compel the owner of Paulus Hook Towers (located at 100 Montgomery Street), PH Residential Owner LLC, to (a) provide for no less than three million (\$3 million) in improvements to the building's existing exterior, including a program of window replacement and façade improvements, and (b) to subject Paulus Hook Towers to a twenty (20) year regulatory affordability regime extending the affordable housing restriction on no less than one-hundred sixty-three (163) of the housing units from the date of the issuance of a Redevelopment Area Bond(s) ("RAB" or "Redevelopment Bonds") in connection with this Project ("Affordability Housing Term"); and

**WHEREAS**, the Entity has made an application to the New Jersey Local Finance Board, in conjunction with the JCRA, for the issuance of redevelopment bonds for public improvements associated with the Project; and

**WHEREAS**, the Entity has also made application for financing from the NJ Economic Development Agency and is a candidate for Infrastructure Tax Credits, which would support public infrastructure elements of the Project; and

**WHEREAS**, on November 1, 2016 the Project received site plan approval from the Planning Board; and

**WHEREAS**, on October 21, 2016, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance 16.\_\_\_\_ on January 11, 2017, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. The current real estate taxes for the Property generate total revenue of approximately \$51,004, whereas, the service charges payable hereunder "Base Annual Service Charge", as estimated, will generate revenue to the City via an annual service charge of \$1,722,776;
2. The construction of on-site School Space representing a public/partnership to use private sector efficiencies to deliver a public school with no upfront capital outlay to the City or the Jersey City Board of Education (JCBOE) for land or construction costs, which will offset increasingly urgent infrastructure requirements, inclusive of the demand for public school facilities;
3. The preservation and creation of an aggregate of two-hundred (200) moderate income units onsite or on the adjacent property known as Paulus Hook Towers;
4. In consideration of the above two benefits, no contribution to the City's Affordable Housing Trust Fund shall be required of the Entity pursuant to Jersey City Code Section 304-28(B). In the event that the Entity should voluntarily terminate its tax exemption or take action to cause the affordability control restrictions to expire prior the expiration of the Affordable Housing Term, the Entity shall make the Affordable Housing Trust Fund contribution to the City that would ordinarily be required in connection with this Project, in an amount as shall be adjusted for

inflation, within thirty (30) days of the event triggering the payment of the Affordable Housing Contribution (the "Affordable Housing Contribution");

5. The Project will create approximately three hundred and fifty (350) temporary construction jobs, and fifteen (15) new permanent full-time jobs resulting from the new Project and the commercial/retail jobs, not including the jobs to be created from the new School Space.
6. The project will stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
7. The Project will further the objectives of the Block 13102 Redevelopment Plan, and will include the development of vacant, under-used property;
8. The City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

**WHEREAS**, pursuant to N. J. S.A. 40A:12A-66, a municipality that has designated a redevelopment area may provide for tax abatement (exemption) within that redevelopment area and for payments in lieu of taxes in accordance with the provisions of the Long Term Tax Exemption Law; provided, however, that the provisions of section 12 of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-12) establishing a minimum or maximum annual service charge and requiring staged increases in annual service charges

over the term of the exemption period, and of section 13 of the Long Term Tax Exemption Law N.J.S.A. 40A:20-13) permitting the relinquishment of status under that law, shall not apply to redevelopment projects financed with bonds; and

**WHEREAS**, pursuant to the Redevelopment Law and Redevelopment Area Bond Financing Law, as amended and supplemented, N.J.S.A. 40A:12A-64 et seq. ("RAB Law"), the Project is a redevelopment project in a redevelopment area, within the meaning of such law, and the JCRA has agreed in the RDA to issue Redevelopment Bonds to finance the Project ("Redevelopment Area Bonds", or "RAB"), which will be paid from and secured by an assignment by the City of the Pledged Annual Service Charges.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

#### **ARTICLE I - GENERAL PROVISIONS**

##### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2015-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 16.\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

##### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Affordability Controls. Means affordability controls and restrictions on rent such that 5% of the Project's revenue producing rental apartments (approximately thirty-seven (37) units) will be reserved for persons of moderate income (i.e. 80% of area median income as determined by the U.S. Department of Housing and Urban Development ("HUD") for Hudson County) to be administered by the City or its delegated agent under HUD guidelines.
- ii. Allowable Net Profit- The amount arrived at by applying, on a non-accrual basis, the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate. The greater of (a) 12% or (b) the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of (x) 12% or (y) the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County, New Jersey (the "County"). The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

v. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include an annual payment for all annual excess profit.

vi. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual non-accrued Net Profit and annual Excess Profit due to the City, if any. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other

items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vii. Base Annual Service Charge. That portion of the Annual Service Charge to be paid by the Entity to the City pursuant to Section 4.1(i) hereof. The Base Annual Service Charge shall not be pledged to pay Redevelopment Bonds.

viii. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

ix. County Annual Service Charge. That portion of the Annual Service Charge to be paid by the Entity to the City pursuant to Section 4.1(ii) hereof. The County Annual Service Charge shall not be pledged to pay Redevelopment Bonds.

x. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of this Agreement.

xi. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

xii. Entity - The term Entity within this Agreement shall mean PH Urban Renewal, LLC, which Entity was formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

xiii. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xiv. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xv. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xvi. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xvii. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 16.\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xviii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount in each year equal to the greater of: (a) the aforementioned Land Taxes; or (b) the Base Annual Service Charge equal to seven percent (7%) of Annual Gross Revenue of the Project for the first twenty (20) years of the term and which shall be due twelve (12) months following Substantial Completion of the Project. Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Base Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xix. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity

whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xx. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xxi. Pledged Annual Service Charge. That portion of the Annual Service Charge to be paid by the Entity pursuant to Section 4.1(iii) hereof. The Pledged Annual Service Charge shall be pledged to pay the Redevelopment Bond(s) ("RAB").

xxii. Substantial Completion. The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives any Certificate of Occupancy whether temporary or permanent for any portion of the Project, whether or not occupied or leased.

xxiii. Termination. Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xxiv. Total Project Costs. The total cost of constructing the Project through the date a final Certificate(s) of Occupancy is issued for the Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public



utilities, cost of relocating displaced residents or buildings and the clearing of title, if applicable.

xxv. Trust Indenture. That certain Indenture of Trust, Bond Agreement, or other similar form of agreement, if any, as may be amended and supplemented, to be entered into by and between the Jersey City Redevelopment Agency (JCRA) and the trustee with respect to the Redevelopment Bonds. As used herein, the term "trustee" shall mean the bond trustee or other person acting in a similar capacity.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 13102, Lot 1.02, more commonly known by the street address 25 Christopher Columbus Drive, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a fifty-two (52) story mixed-use, mixed-income rental building, or as the same may be modified and approved by the Jersey City Planning Board. The building will contain approximately seven hundred and fifty (750) residential units, eighteen-thousand four-hundred and sixty-four (18,464) square feet commercial space and a parking garage with four hundred and sixteen (416) spaces. The applicant will also construct a school space of approximately thirty-five thousand (35,000) square feet for use as a first grade, kindergarten and/or pre-kindergarten facility which obligation is a material condition of the

Redevelopment Plan, the Site Plan and the Redeveloper's Agreement (RDA). The school space shall be conveyed to the Jersey City Board of Education (JCBOE) for nominal consideration; all of which is specifically described in the Application attached hereto as Exhibit 3.

#### **Section 2.4 Affordability Controls**

The Project shall include five percent (5%) of the revenue generating units or thirty-seven (37) units as moderate income affordable housing for the Affordable Housing Term as herein defined, as a material condition of this Agreement Redevelopment Plan, the Site Plan and the RDA. The allocation of the affordable units shall be as provided in attached Schedule 2.

As a material condition of this Financial Agreement, the Entity agrees to conform to the standards for restrictions on rent and tenant eligibility requirements pertaining to the moderate income affordable housing units, as described in Affordability Controls. The Entity agrees as a material condition of this Financial Agreement to cooperate with the administrative agent that the City will assign to administer and enforce this Section, in a manner consistent with HUD requirements.

#### **Section 2.5 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

#### **Section 2.6 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

#### **Section 2.7 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the

terms of any mortgage amortization.

#### **Section 2.8 Good Faith Estimate of Initial Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

### **ARTICLE III - DURATION OF AGREEMENT**

#### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of (a) thirty (30) years from the date of the adoption of Ordinance 16.\_\_\_\_ on January 11, 2017, which approved the tax exemption or (b) twenty-five (25) years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a limited liability corporation or association formed and operating under the Law.

### **ARTICLE IV - ANNUAL SERVICE CHARGE**

#### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, and in lieu of any real estate taxes and assessment relating to the Improvements, the Entity shall make the following annual payments for the services provided to the Project

i. Base Annual Service Charge: The Entity shall pay to the City the Base Annual Service Charge in an amount equal to 7% of the Annual Gross Revenue for the first twenty (20) years commencing on the first day of the month after Substantial Completion. Beginning on the first day of Year 21 until the last day of Year 25, the Entity shall pay the greater of the Base Annual Service Charge or ninety-five percent (95%) of conventional real estate taxes otherwise due. The Base Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 3 - sub-exhibit tab 13). Thereafter, the Base Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Annual Service Charge: The Entity shall pay to the City the County Annual Service Charge, which shall be due on the same dates upon which the

Base Annual Service Charges are due and shall be in the amount of five percent (5%) of the sum of the Base Annual Service Charge, each as adjusted pursuant to the terms hereof.

iii. Pledged Annual Service Charge: For so long as Redevelopment Bonds are outstanding and secured by the Pledged Annual Service Charge, the Entity shall pay to the City the Pledged Annual Service Charge in the amounts set forth in Schedule 1 attached hereto. The Pledged Annual Service Charge shall be adjusted, at the direction of the Entity, to reflect any redemption, refunding, prepayment or other change in the debt service requirements with respect to the Redevelopment Bonds. The Pledged Annual Service Charge shall terminate at such time as Redevelopment Bonds are no longer outstanding or no longer secured by the Pledged Annual Service Charge.

As security for the Redevelopment Bonds, the City agrees to and hereby assigns all of their interest in each Pledged Annual Service Charge to the trustee under the Trust Indenture to pay, and secure the payment of the Redevelopment Bonds. The City's pledge of the Pledged Annual Service Charge shall be absolute. The Pledged Annual Service Charge shall not be included in the general funds of the City. The City's obligation to pay the Pledged Annual Service Charge to the trustee shall be a limited obligation of the City, payable by it only to the extent of payments of Pledged Annual Service Charges received from the Entity, and shall not constitute a general obligation of the City. The City and the Entity shall each take such further actions as may be reasonably requested to effectuate the issuance of the Redevelopment Bonds and the transactions contemplated thereby.

iv. The Minimum Annual Service Charge shall be due beginning on the effective date of this Agreement. Beginning on the first day of the month after Substantial Completion, the Minimum Annual Service Charge set forth in Section 1.2(xviii)(b) shall be due in any year where it exceeds the Base Annual Service Charge. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Base Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

Pursuant to the Redevelopment Area Bond (RAB) Law, N.J.S.A. 40A:12A-66), service charges payable hereunder shall not be adjusted in stages over the term of the tax exemption period in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A:20-12. This exemption to the requirement for staged adjustments shall not affect the calculation of the Base Annual Service Charge as defined in Section 4.1(i).

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Base Annual Service Charge beginning upon the first day of the month after Substantial Completion and the pro-rated Land Taxes beginning on the Effective Date of this Agreement. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Base Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Base Annual Service Charge. The initial Land Tax Credit shall be given no earlier than twelve (12) months following Substantial Completion. The Entity shall not be entitled to a refund if the Land Tax credit exceeds the Base Annual Service Charge in any year and shall forfeit that sum. Land Tax Payments shall not be credited against Pledged Annual Services Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Base Annual Service Charge until the Land Taxes are paid in full. No credit will be applied against the Base Annual Service Charge for a partial payment of Land Taxes until they are paid in full. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within ninety (90) after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of

unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Base Annual Service Charge. This fee shall be payable and due on or before December 31<sup>st</sup> of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution**

No contribution to the City's Affordable Housing Trust Fund shall be required of the Entity pursuant to Ordinance 15-108 as long as the Entity shall, by a recorded deed or agreement, restrict (thereby set aside) two-hundred (200) apartments in the aggregate in the Project or at the adjacent property, located at 100 Montgomery Street, better known as Paulus Hook Towers, for moderate income affordable housing for the length of the Affordable Housing Term. In the event that the Entity should voluntarily terminate its tax exemption or take action to cause the restriction to expire prior to the end of the Affordable Housing Term, the Entity shall make a contribution to the City estimated to be \$1,390,400 as shall be adjusted for inflation, within thirty (30) days of termination.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, and any interest thereon, Affordability Controls, and Affordable Housing Contributions (if any) and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

**Section 5.2 Project Labor Agreement (Projects with construction costs exceeding \$25 million)**

The Entity or its designee shall execute a Project Labor Agreement (PLA) as required by Ordinance 07-123 as it exists or as it may be amended from time to time. A copy of the fully executed Project Labor Agreement shall be provided to the City within fourteen (14) days of the Entity's receipt of a fully and unconditionally execution of the Project Labor Agreement by all applicable parties.

**Section 5.3 Living Wage Mandate (Projects with construction costs exceeding \$25 million)**

The Entity also agrees to comply, and to the extent applicable, require the tenants to comply, with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Project by the Entity or any of its agents,, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1) (collectively the "Compensation Standards"). All leases executed by the Entity, as landlords, shall set forth a requirement that such tenant is required to comply with the Compensation Standards.

**ARTICLE VI - CERTIFICATE OF OCCUPANCY**

**Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

**Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and to the New Jersey Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to, gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and



each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

### **Section 7.3 Payment of Audit**

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15 to be calculated annually.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Annual Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in

N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five percent (5%) of the preceding year's Annual Gross Revenue.

### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 xxiv of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the Annual Service Charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the new Entity is

comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity, or as otherwise satisfactory to the City.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

#### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

### **ARTICLE X - COMPLIANCE**

#### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

#### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2015-007, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **ARTICLE XI - DEFAULT**

#### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or

failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

The City agrees that it shall simultaneously provide a copy of any Default Notice to all of the Entity's mortgagees, provided the City is sent a formal written notice in accordance with this Agreement, of the names and addresses of the Entity's Mortgagee(s). Said mortgagee(s) shall have the right to cure any default by the Entity of its obligations under this Agreement for a period of time equal to the amount of time the Entity has to cure such default under this Section 11.2 plus thirty (30) days.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Jersey City Redevelopment Agency (JCRA) and/or the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default

arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, if any, or the Annual Service Charges; failure to maintain affordability controls or the status of the restriction on the moderate income affordable housing units which qualifies the Entity for an exemption therefrom, shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution, if any, or Administrative Fees, failure to maintain Affordability Controls, or the status of the restriction on the moderate income affordable housing units which qualifies the Entity for an exemption therefrom. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, failure maintain Affordability Controls, or the status of the restriction on the moderate income affordable housing units which qualifies the Entity for an exemption therefrom, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon sixty (60) days written notice to the Entity [Notice of Termination].

#### **Section 12.2 Voluntary Termination by the Entity**

Except for so long as Redevelopment Bonds are outstanding and secured by the Pledged Annual Service Charge (during which period the Entity shall not relinquish its status as a tax exempt project), the Entity may notify the City that it will relinquish its status as a tax exempt project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1 of the year next ensuing. The Entity's failure to maintain Affordability Controls in Section 2.3.1 for the Affordable Housing Term will be treated as an event of Voluntary Termination and the Entity shall pay the City the Affordable Housing Contribution, to be collected in accordance with Section 11.3 of this Agreement. The Notice of Voluntary Termination must be received by the City no later than October of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution, should same be required.

#### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

#### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and

conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

#### **Section 13.2 Appeal of Assessment**

The City may, at its sole discretion, if it is in the City's best economic interests, compel or allow the filing of an appeal of any conventional assessment to determine the value of the land.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

### **ARTICLE XV - INDEMNIFICATION**

#### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant, other than a breach by the City, its agents or employees, in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the

provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

#### **ARTICLE XVI- NOTICE**

##### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

##### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

PH Urban Renewal LLC  
1865 Palmer Avenue, Suite 203  
Larchmont, New York 10538  
Attention: Ron Moelis & Jeffrey Feldman, Esq.

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, New Jersey 07311  
Attention: Charles J. Harrington, III, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.



### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State

of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

#### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

#### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

#### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

#### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

### **ARTICLE XIX - EXHIBITS**

#### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- Schedule 1: Annual Service Charge Schedule;
- Schedule 2: Project's allocation of affordable units;
- 1. Metes and Bounds description of the Project;
- 2. Ordinance of the City authorizing the execution of this Agreement;
- 3. The Application with Exhibits;
- 4. Certificate of the Entity;
- 5. Estimated Construction Schedule;
- 6. The Financial Plan for the undertaking of the Project;
- 7. Good Faith Estimate of Initial Rents and other revenue;

8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**PH URBAN RENEWAL LLC**

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

## **PROJECT EMPLOYMENT & CONTRACTING AGREEMENT**

This Project Employment & Contracting Agreement is made as of the \_\_\_\_ day of \_\_\_\_, 2016, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **PH URBAN RENEWAL, LLC** [Recipient], having its principal office at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538.

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
4. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council
5. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
6. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
7. "Local Business" means a bona fide business located in Jersey City.
8. "Minority" means a person who is defined as such under federal or state law.
9. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
10. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce

Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.

11. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
12. "Project or Project Site" means the specific work location or locations specified in the contract.
13. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
14. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
15. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
16. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
17. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
18. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
19. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
20. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose: Business Contracting and Permanent Jobs**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is subject to the terms of a Project Labor Agreement during construction, this agreement shall apply only to Business Contracting and non-construction Permanent Jobs.

### **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

**V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_, approving the tax exemption and terminate the earlier of 30 years from the date of the adoption of that Ordinance or 25 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.

D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.

- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.



- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

2. **Business Contracting**

- A. Good Faith shall mean compliance with all of the following conditions:

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
  - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
  - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
  - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

### 3. **Commercial Tenants at the Project Site**

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1<sup>st</sup> of each year.

### **VII. Notices of Violation:**

- 1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.

2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages:**

1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:
  - A. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
  - B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
  - C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

#### **IX. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

PH Urban Renewal LLC  
1865 Palmer Avenue, Suite 203  
Larchmont, New York 10538  
Att: Jonathan Cortell

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, New Jersey 07311  
Attention: Charles J. Harrington, III, Esq.

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City  
Department of Administration  
Division of Economic Opportunity  
Project Employment & Contracting Monitor  
280 Grove Street  
Jersey City, New Jersey 07302  
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc  
895 Bergen Avenue, 2<sup>nd</sup> Floor  
Jersey City, NJ 07306  
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

## **X. Appendix**

These forms are examples only and shall be in substantially the form attached, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company

3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**PH URBAN RENEWAL LLC**

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**Secretary**

# Exhibit D

## PLEDGE AND ASSIGNMENT AGREEMENT

**THIS PLEDGE AND ASSIGNMENT AGREEMENT** dated as of \_\_\_\_\_, 2017 (the "Assignment"), is entered into by and among the **CITY OF JERSEY CITY** (the "Assignor" or the "City"), a municipal corporation in the County of Hudson, State of New Jersey, having an address at 280 Grove Street, Jersey City, New Jersey 07302, the **JERSEY CITY REDEVELOPMENT AGENCY** ("Assignee" or the "Agency"), a body corporate and politic constituting an instrumentality of the City of Jersey City, having an address at 30 Montgomery Street, Jersey City, New Jersey 07302 and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking association having Corporate Trust Powers in the State of New Jersey and having offices located in New York, New York, as Trustee (the "Trustee").

### WITNESSETH:

**WHEREAS**, the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) as amended and supplemented (the "Redevelopment Law") promotes the social and economic improvement of the State of New Jersey (the "State") and its several municipalities, in part, by providing a process for the redevelopment, rehabilitation and improvement of commercial and industrial facilities; and

**WHEREAS**, the Agency was established as an instrumentality of the City of Jersey City (the "City") pursuant to the provisions of the Redevelopment Law with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, the Agency, to accomplish the purposes of the Redevelopment Law, is empowered to extend credit to such employment promoting enterprises in the name of the Agency, on such terms and conditions and such manner as it may deem proper for such consideration and upon such terms and conditions as the Agency may determine to be reasonable; and

**WHEREAS**, the City, in accordance with the criteria set forth in the Redevelopment Law, has heretofore established a portion of the City as an area in need of redevelopment, known as the Paulus Hook Redevelopment Area (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Area includes Block 13102, Lot 1.02 (the "Project Premises"), which Project Premises is governed by the Paulus Hook Redevelopment Plan, as supplemented by the Block 13102 Redevelopment Plan (collectively, the "Redevelopment Plan"), copies of which, as constituted as of November 22, 2016 have been filed in the Office of the Clerk of the City, located at City Hall, 280 Grove Street, Jersey City, New Jersey; and

**WHEREAS**, the Redevelopment Law authorizes the Agency to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, PH Urban Renewal LLC (the "Redeveloper"), acquired an option to purchase the Project Premises, and as the contract purchaser of the Project Premises, made application to the Agency to be designated as the redeveloper to redevelop the Project Premises; and

**WHEREAS**, a Redevelopment Agreement, dated \_\_\_\_\_, 2017, was entered into between the Agency and the Redeveloper for the redevelopment of the Project Premises (the "Redevelopment Agreement"); and

**WHEREAS**, the Redeveloper intends to undertake a redevelopment project on the Project Premises, which is expected to consist of construction of (i) a residential tower consisting of up to 750 residential units, of which five percent (5%) of the revenue generating units will be deed restricted for a twenty (20) year term for use as housing for moderate income households (i.e., households which earn 80% or less of area mean income and which qualify as income eligible for such housing under HUD guidelines), (ii) approximately 18,464 square feet of retail/commercial space, (iii) a school space of approximately 35,000 square feet in size, as acceptable to the Jersey City Board of Education (the "JCBOE") for use as a first grade, kindergarten and/or pre-kindergarten facility or as the JCBOE shall decide, which, once constructed by the Redeveloper, will be conveyed to the JCBOE for nominal consideration, (iv) a parking garage containing approximately 419 parking spaces, (v) an open space plaza fronting Christopher Columbus Drive to be constructed and maintained by the Redeveloper for public, passive use/open space and (vi) other amenities (collectively, the "Redevelopment Project"); and

**WHEREAS**, in order to enhance the viability of the Redevelopment Project, the City has granted a long-term exemption pursuant to N.J.S.A. 40A:20-1 et seq., as amended (the "Tax Exemption Law"), and has entered into a Financial Agreement dated \_\_\_\_\_, 2017 with the Redeveloper (the "Financial Agreement"), governing payments made to the City in lieu of real estate taxes on the Redevelopment Project; and

**WHEREAS**, the Financial Agreement provides for the payment by the Redeveloper of, among other things, a Base Annual Service Charge (as defined in the Financial Agreement, the "Base Annual Service Charge") and a Pledged Annual Service Charge (as defined in the Financial Agreement, and as the same may be amended, revised or recalculated from time-to-time pursuant to the terms thereof, the "Pledged Annual Service Charge"); and

**WHEREAS**, pursuant to the Redevelopment Law, the Redevelopment Project is a redevelopment project in a redevelopment area, within the meaning of such law, and the Agency has agreed in the Redevelopment Agreement to issue the Bonds pursuant to the Redevelopment Area Bond Financing Law, as amended and supplemented, N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"), to finance a portion of the costs of the Redevelopment Project; and

**WHEREAS**, pursuant to the Redevelopment Law, including the RAB Law, the Agency has determined to issue its Redevelopment Area Taxable Bonds (PH Urban Renewal LLC Project), Series 2017 (the "Bonds"); in the aggregate principal amount of not to exceed \$1,000,000, which may be issued in one or more series, to: (i) fund certain of the costs of the Redevelopment Project; (ii) fund capitalized interest on the Bonds; and (iii) pay certain costs



incidental to the issuance and sale of the Bonds, together with other costs permitted by the Redevelopment Law (collectively, the "Project"); and

**WHEREAS**, following the issuance of the Bonds, the proceeds will be deposited under a Trust Indenture, dated the date hereof (the "Indenture"), between the Agency and the Trustee, and applied in accordance with a Funding Agreement, by and among the Agency, the Redeveloper and the Trustee (the "Funding Agreement"), to fund a grant by the City to the Redeveloper to pay costs of the Project; and

**WHEREAS**, the Financial Agreement provides at Section 4.1.iii., that: (i) as security for the Bonds, the City and the Redeveloper agree to and thereby assign all of their interest in each Pledged Annual Service Charge to the Trustee to pay, and secure the payment of, the Bonds; (ii) the City's pledge of the Pledged Annual Service Charge shall be absolute; (iii) the Pledged Annual Service Charge shall not be included in the general funds of the City; and (iv) the City's obligation to pay the Pledged Annual Service Charge to the Trustee shall be a limited obligation of the City, payable by it only to the extent of payments of Pledged Annual Service Charges received from the Redeveloper, and shall not constitute a general obligation of the City; and

**WHEREAS**, the Agency, the City and the Trustee are entering into this Pledge and Assignment Agreement to further memorialize the pledge and assignment of the Pledged Annual Service Charges to the Trustee as security for the Bonds; and

**WHEREAS**, the execution and delivery of this Assignment have been duly authorized by the parties hereto and all conditions, acts and things necessary and required by the Constitution or statutes of the State of New Jersey or otherwise to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Assignment do exist, have happened and have been performed.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor covenants and agrees with the Assignee as follows:

1. The Assignor hereby absolutely and presently grants, conveys, transfers and assigns unto the Assignee all of the right, title and interest of the Assignor (unless otherwise expressly provided herein, or unless the context clearly requires otherwise, capitalized terms used in this Assignment shall have the meanings ascribed thereto in the Financial Agreement):

a. in and to all of the Pledged Annual Service Charges (which assignment herein is intended to further memorialize the assignment by the Assignor to the Trustee in each Financial Agreement; which assignment shall be deemed to be an assignment by the Assignor to the Assignee, and by the Assignee to the Trustee under the Indenture);

b. in and to all rights to collect and enforce the rights to the Pledged Annual Service Charges, including the right to interest, penalties and costs of collection relating thereto; and

c. the Assignor represents and warrants that this Assignment has been duly authorized by all necessary actions on the part of the governing body and upon execution and delivery will constitute a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms and the provisions of this Assignment, except as may be limited by bankruptcy laws or other creditors rights in general.

The foregoing are referred to herein as the "Assigned Rights". This Assignment is an unconditional, absolute and present assignment and not a mere assignment in the nature of a pledge or the mere grant of security interest.

2. The Assignor represents, warrants and agrees that:

a. the Assignor is entitled to receive all of the Pledged Annual Service Charges in accordance with the terms of the Financial Agreement;

b. the Assignor has not previously sold, assigned or transferred the Assigned Rights (except as set forth in the Financial Agreements);

c. the Assignor has full power and authority to assign the Assigned Rights to the Assignee and has taken such actions as are necessary in order to effectuate this Assignment;

d. the Assignor shall not sell, assign or transfer the Assigned Rights during the term of the Assignment, except as assigned hereunder;

e. the Assignor will, from time to time, execute upon request of the Assignee or the Trustee, any and all instruments requested by the Assignee or Trustee to carry this instrument into effect or to accomplish any other purposes reasonably deemed by the Assignee or the Trustee to be necessary or appropriate in connection with this Assignment; and

f. in addition to such other rights and remedies the Assignee may elect to pursue at law or in equity, the Assignor will take such action as the Assignee or the Trustee shall reasonably request in order that the Assignee may realize the benefits of this Assignment and receive the Pledged Annual Service Charges; such actions may include, but shall not be limited to, conducting an *In Rem* Foreclosure action in accordance with the provisions of the Tax Sale Law, constituting Chapter 237 of the Pamphlet Laws of 1918 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Tax Sale Law", codified in N.J.S.A. 54:5-1 *et seq.*), provided the Assignor is permitted by law to conduct such *In Rem* Foreclosure action on behalf of the Assignee.

3. It is mutually agreed that as security for the Bonds, and any bonds or notes issued for the purpose of refunding the Bonds, the Assignee is authorized to pledge and assign all of its interest in this Assignment to the Trustee as part of the pledge of the Trust Estate under the Indenture or under any supplemental indenture executed in conjunction with any bonds or notes issued for the purpose of refunding the Bonds.

4. This Assignment shall not operate to restrict or prevent the Assignor or Assignee from pursuing any remedy that it now or hereafter may have because of any present or future breach of the terms or conditions of the Financial Agreement, the Bonds, or the Indenture.

5. The Assignee shall be accountable only for the Pledged Annual Service Charges that the Assignee actually receives under the terms hereof.

6. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

7. The Assignor will not modify, change, alter, supplement, amend, surrender or accept surrender of the Assigned Rights without the Assignee's prior written consent, which consent shall not be unreasonably withheld or delayed. The Assignor shall, however, perform all of its obligations under or pursuant to the Assigned Rights and shall enforce the rights, interest, powers and authorities granted the Assignor pursuant to the Assigned Rights.

8. The Assignor shall promptly notify the Assignee in the event of any default under any Financial Agreement.

9. The Assignor shall cause this Assignment and each Financial Agreement (or evidence of same) to be recorded in such public offices in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the RAB Law.

10. Upon the redemption or defeasance, as the case may be, of the Bonds and the payment and performance of all other obligations secured hereby, this Assignment shall terminate and upon the request of the Assignor and at its expense, the Assignee shall execute a release hereof.

11. This Assignment inures to the benefit of the named Assignee and its successors and assigns and binds the Assignor and the Assignor's successors, assigns and legal representatives, heirs, legatees and devisees.

12. Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, as follows:

a. When sent to the Assignor, it shall be addressed to the Corporation Counsel, City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

b. When sent to the Agency it shall be addressed to the Jersey City Redevelopment Agency, 30 Montgomery Street, Jersey City, NJ 07302 Attn: Executive Director.

c. The Trustee shall be provided copies of all notices given hereunder, which shall be addressed to Manufacturer and Traders Trust Company, An Affiliate of M&T Bank, Institutional Client Services| Public Finance and Agency, 166 Mercer Street, Suite 2R,

New York, NY 10012, Attn: Brooks von Arx, 212-941-4413 (direct) | 212-343-1079 (fax), email: bvonarx@wilmingtontrust.com.

d. The Redeveloper shall be provided copies of all notices given hereunder, which shall be addressed to PH Urban Renewal LLC, 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538, Attn: Ron Moelis and Jeffrey Feldman, Esq.

13. If any term or provision of this Assignment, or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

14. Neither the Assignor nor its officers, members, employees, agents or directors shall have any personal liability hereunder, the Assignee's recourse to the Assignor being limited to the Assigned Rights.

(Signatures to appear on following page).

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Assignment to be duly executed and delivered as of the date and year first above written.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
Sean J. Gallagher  
Deputy Clerk

By: \_\_\_\_\_  
Robert J. Kakoleski  
Business Administrator

ACKNOWLEDGED AS OF THE DATE FIRST ABOVE WRITTEN:

JERSEY CITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
David P. Donnelly, Executive Director

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Trustee

By: \_\_\_\_\_  
Authorized Officer

## ACKNOWLEDGEMENT

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF HUDSON :

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the subscriber, an officer duly authorized to take acknowledgements for use in the State of New Jersey, personally appeared Robert J. Kakoleski, Business Administrator of the City of Jersey City, known to me to be the person whose name is subscribed to the within instrument, having been duly authorized by proper action of the City, and acknowledged to me that he executed the same as the voluntary act of the City.

---

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF HUDSON :

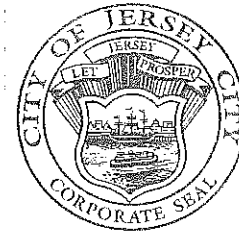
On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the subscriber, an officer duly authorized to take acknowledgements for use in the State of New Jersey, personally appeared Sean Gallagher, RMC, the Deputy Clerk of the City of Jersey City, known to me to be the person whose name is subscribed to the within instrument, having been duly authorized by proper action of the City, and acknowledged to me that he executed the same as the voluntary act of the City.

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City Clerk File No. Ord. 17-009

Agenda No. 3-A 1st Reading

Agenda No. 4-B 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-009

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) AMENDING THE PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON BERGEN AVENUE FROM VAN NOSTRAND AVENUE TO SIP AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

- Chapter 332 (Vehicles and Traffic) Article XIII(Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-31 Parking restrictions for street cleaning purposes.  
No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below.

<u>Name of Street</u>	<u>Side</u>	<u>Days of the Week</u>	<u>Hours</u>	<u>Limits</u>
Bergen Av	<u>Both</u>	<u>Sun to Sat</u>	<u>7:00 a.m. to 9:00 a.m.</u>	<u>Sip Av to Montgomery St</u>
	<u>East</u>	<u>M and Th</u>	<u>7:00 a.m. to 8:00 a.m.</u>	<u>Montgomery Av to Sip Av</u>
	<u>West</u>	<u>Tu and Fri</u>	<u>7:00 a.m. to 8:00 a.m.</u>	<u>Sip Av to Montgomery St</u>
	<u>East</u>	<u>[M, W and F]</u>	<u>10:00 a.m. to Noon</u>	<u>Van Nostrand Av to Montgomery St</u>
	<u>West</u>	<u>[Tu, Th and Sat]</u>	<u>10:00 a.m. to Noon</u>	<u>Montgomery St to Van Nostrand Av</u>
		<u>Tu and F</u>		

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- This Ordinance shall take effect at the time and in the manner as provided by law.
- The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** The new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

JDS:pel  
(12.19.16)

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Municipal Engineer  
APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐  
Not Required ☐



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) AMENDING THE PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON BERGEN AVENUE FROM VAN NOSTRAND AVENUE TO SIP AVENUE**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Frank Lamparelli, Director of Sanitation, Department of Public Works on behalf of Gerald McCann, Supervisor - Street Sweepers 201.547.4470	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**AN ORDINANCE AMENDING THE PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON BERGEN AVENUE FROM VAN NOSTRAND AVENUE TO SIP AVENUE**

The changes to the parking restrictions for street cleaning purposes along the entire length of Bergen Avenue have been proposed at the request of the Director of Sanitation on behalf of the Supervisor –Street Sweepers. In the Supervisor's opinion it is not necessary to sweep the section of Bergen Avenue from Van Nostrand Avenue to Montgomery Street six times a week and for the section of Bergen Avenue from Montgomery Avenue to Sip Avenue, we do not street sweep on Sundays and the sweeping is completed by 8 a.m.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Director of Traffic & Transportation

12/20/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

1/4/17  
\_\_\_\_\_  
Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. \_\_\_\_\_ Ord. 17-009  
TITLE: \_\_\_\_\_ 3.A JAN 25 2017 4.B FEB 08 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic)  
Article XIII (Parking, Standing and Stopping) Section 332-31  
(Parking Restrictions for Street Cleaning Purposes) amending the  
parking restrictions for street cleaning purposes on Bergen Avenue  
from Van Nostrand Avenue to Sip Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
								JAN 25 2017 8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		
RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson <u>RIVERA</u>				moved, seconded by Councilperson <u>WATTERMEN</u>				to close P.H.			
								FEB 08 2017 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMEN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			
RECORD OF FINAL COUNCIL VOTE											
								FEB 08 2017 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 25 2017  
Adopted on second and final reading after hearing on FEB 08 2017

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on FEB 08 2017

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

FEB 08 2017

APPROVED:

Steven M. Fulop, Mayor

Date

FEB 14 2017

Date to Mayor

FEB 10 2017

City Clerk File No. Ord. 17-014

Agenda No. 3.B 1st Reading

Agenda No. 4.D 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-014

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) 270 ARMSTRONG AVENUE; 119 BALDWIN AVENUE; 396 BALDWIN AVENUE; 132 BARTHOLDI AVENUE; 25 BENTLEY AVENUE; 630 BERGEN AVENUE; 173 BIDWELL AVENUE; 160 BLEECKER STREET; 42 BOYD AVENUE; 207 BOYD AVENUE; 272 CHAPEL AVENUE; 12 CLAREMONT AVENUE; 290 CLERK STREET; 27 CORBIN AVENUE; 300 DUNCAN AVENUE; 276 EGE AVENUE; 130 ESSEX STREET; 37 FERRY STREET; 57-59 FLEET STREET; 1035 GARFIELD AVENUE; 201 GATES AVENUE; 113 GRANT AVENUE; 96-98 HIGHLAND AVENUE; 48 JEWETT AVENUE; 79 LEMBECK AVENUE; 279 LIBERTY AVENUE; 115 LINCOLN STREET; 29 MADISON AVENUE; 196 MANHATTAN AVENUE; 167 MONTICELLO AVENUE; 71 NELSON AVENUE; 71 NORTH STREET; 157 ORIENT AVENUE; 236 PALISADE AVENUE; 336 PALISADE AVENUE; 26 PARK STREET; 67 POPLAR STREET; 193 PRINCETON AVENUE; 21 RANDOLPH AVENUE; 185B RANDOLPH AVENUE; 202 SEAVIEW AVENUE; 39 STEVENS AVENUE; 84 TERHUNE AVENUE; 76 THORNE STREET; 82 THORNE STREET; 28 UNION STREET; 48 UNION STREET; 128 WILKINSON AVENUE; 114 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 20 STEVENS AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 191 FAIRVIEW AVENUE; 26 GATES AVENUE; 33 LONG STREET AND 255 NEW YORK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

### PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

Tri Nguyen	<u>270 Armstrong Av</u>	[ <u>191 Fairview Av</u> ]
<u>Reyna and Juan Garcia</u>	<u>119 Baldwin Av</u>	
<u>Melanie Swords</u>	<u>396 Baldwin Av</u>	
<u>Wynea McCorry</u>	<u>132 Bartholdi Av</u>	
<u>Jean Matthews</u>	<u>25 Bentley Av</u>	
<u>Olmedo Evertz</u>	<u>630 Bergen Av</u>	
<u>Melissa Murray</u>	<u>173 Bidwell Av</u>	
<u>George Campbell</u>	<u>160 Bleecker St</u>	
<u>Lucille Carmichael</u>	<u>42 Boyd Av</u>	
<u>Wanda Rivera</u>	<u>207 Boyd Av</u>	
<u>David Melendez</u>	<u>272 Chapel Av</u>	
<u>Monica Merritt</u>	<u>12 Claremont Av</u>	
<u>Gail Matthews</u>	<u>290 Clerk St</u>	
<u>Wellington Penaherrera</u>	<u>27 Corbin Av</u>	
<u>Jesusita Gonzalez</u>	<u>300 Duncan Av</u>	

JDS:pcf  
(01.13.17)

<u>Blanca Gonzalez</u>	<u>276 Ege Av</u>	
<u>Mary Hadewycz</u>	<u>130 Essex St</u>	
<u>John LiBotti</u>	<u>37 Ferry St</u>	
<u>Joseph Gonzalez, Jr.</u>	<u>57-59 Fleet St</u>	
<u>Gail Jones</u>	<u>1035 Garfield Av</u>	
<u>Carmen Rivera</u>	<u>201 Gates Av</u>	
<u>Enoch McKinney</u>	<u>113 Grant Av</u>	
<u>Sami Hanna</u>	<u>96-98 Highland Av</u>	
<u>Anthony Lombardi</u>	<u>48 Jewett Av</u>	
<u>Paul Ashe</u>	<u>79 Lembeck Av</u>	
<u>Joyce Tuzzo</u>	<u>279 Liberty Av</u>	
<u>Cristino Rodriguez</u>	<u>115 Lincoln St</u>	
<u>Annie Hayne</u>	<u>29 Madison Av</u>	
<u>Patricia Wadleigh</u>	<u>196 Manhattan Av</u>	
<u>Ayaa Assouab</u>	<u>167 Monticello Av</u>	
<u>Bhupendra Hirpara</u>	<u>71 Nelson Av</u>	
<u>Vidal Lopez</u>	<u>71 North St</u>	
<u>Vera Smith</u>	<u>157 Orient Av</u>	
<u>Angel Ortiz</u>	<u>258 Palisade Av</u>	
<u>Lizette Santiago</u>	<u>336 Palisade Av</u>	
<u>Anna Lewis</u>	<u>26 Park St</u>	
<u>Taisha Fragosa</u>	<u>67 Poplar St</u>	
<u>Cindy Merchan</u>	<u>193 Princeton Av</u>	[255 New York Av]
<u>Maudene Gamble</u>	<u>21 Randolph Av</u>	
<u>Rhonda Robinson</u>	<u>185B Randolph Av</u>	
<u>Donna Burgess</u>	<u>202 Seaview Av</u>	[26 Gates Av]
<u>Luther [Geraldine] Davis</u>	<u>20 Stevens Av</u>	
<u>Pearl Bland</u>	<u>39 Stevens Av</u>	
<u>Virgen LaBoy</u>	<u>84 Terhune Av</u>	[33 Long St]
<u>Richard Santoro</u>	<u>76 Thorne St</u>	
<u>Angel DeJesus</u>	<u>82 Thorne St</u>	
<u>James Herring</u>	<u>28 Union St</u>	
<u>Willie Edge</u>	<u>48 Union St</u>	
<u>Tari Baskerville and Kellie McCluney</u>	<u>128 Wilkinson Av</u>	
<u>Anjana Parikh</u>	<u>114 Zabriskie St</u>	

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pc1  
(01.13.17)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) 270 ARMSTRONG AVENUE; 119 BALDWIN AVENUE; 396 BALDWIN AVENUE; 132 BARTHOLDI AVENUE; 25 BENTLEY AVENUE; 630 BERGEN AVENUE; 173 BIDWELL AVENUE; 160 BLEECKER STREET; 42 BOYD AVENUE; 207 BOYD AVENUE; 272 CHAPEL AVENUE; 12 CLAREMONT AVENUE; 290 CLERK STREET; 27 CORBIN AVENUE; 300 DUNCAN AVENUE; 276 EGE AVENUE; 130 ESSEX STREET; 37 FERRY STREET; 57-59 FLEET STREET; 1035 GARFIELD AVENUE; 201 GATES AVENUE; 113 GRANT AVENUE; 96-98 HIGHLAND AVENUE; 48 JEWETT AVENUE; 79 LEMBECK AVENUE; 279 LIBERTY AVENUE; 115 LINCOLN STREET; 29 MADISON AVENUE; 196 MANHATTAN AVENUE; 167 MONTICELLO AVENUE; 71 NELSON AVENUE; 71 NORTH STREET; 157 ORIENT AVENUE; 236 PALISADE AVENUE; 336 PALISADE AVENUE; 26 PARK STREET; 67 POPLAR STREET; 193 PRINCETON AVENUE; 21 RANDOLPH AVENUE; 185B RANDOLPH AVENUE; 202 SEAVIEW AVENUE; 39 STEVENS AVENUE; 84 TERHUNE AVENUE; 76 THORNE STREET; 82 THORNE STREET; 28 UNION STREET; 48 UNION STREET; 128 WILKINSON AVENUE; 114 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 20 STEVENS AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 191 FAIRVIEW AVENUE; 26 GATES AVENUE; 33 LONG STREET AND 255 NEW YORK AVENUE

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Joyce Watterman, Chairwoman of the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

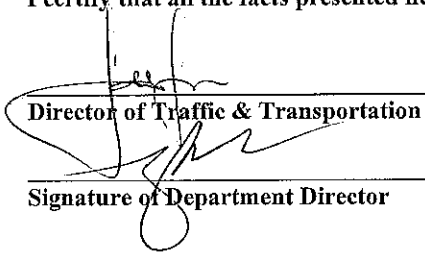
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

To designate a reserved parking space, repeal or amend an existing reserved parking space at various locations throughout the City.

All applicants have submitted applications to the City of Jersey City that were reviewed and approved by the Municipal Council Committee for Disabled Parking.

I certify that all the facts presented herein are accurate.

  
Director of Traffic & Transportation

Signature of Department Director

1/17/17  
Date

1/18/17  
Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. **Ord. 17-014**  
 TITLE: **3.B JAN 25 2017 4.0 FEB 08 2017**

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space(s) 270 Armstrong Avenue; 119 Baldwin Avenue; 396 Baldwin Avenue; 132 Bartholdi Avenue; 25 Bentley Avenue; 630 Bergen Avenue; 173 Bidwell Avenue; 160 Bleecker Street; 42 Boyd Avenue; 207 Boyd Avenue; 272 Chapel Avenue; 12 Claremont Avenue; 290 Clerk Street; 27 Corbin Avenue; 300 Duncan Avenue; 276 Ege Avenue; 130 Essex Street; 37 Ferry Street; 57-59 Fleet Street; 1035 Garfield Avenue; 201 Gates Avenue; 113 Grant Avenue; 96-98 Highland Avenue; 48 Jewett Avenue; 79 Lembeck Avenue; 279 Liberty Avenue; 115 Lincoln Street; 29 Madison Avenue; 196 Manhattan Avenue; 167 Monticello Avenue; 71 Nelson Avenue; 71 North Street; 157 Orient Avenue; 236 Palisade Avenue; 336 Palisade Avenue; 26 Park Street; 67 Poplar Street; 193 Princeton Avenue; 21 Randolph Avenue; 185b Randolph Avenue; 202 Seaview Avenue; 39 Stevens Avenue; 84 Terhune Avenue; 76 Thorne Street; 82 Thorne Street; 28 Union Street; 48 Union Street; 128 Wilkinson Avenue; 114 Zabriskie Street and Amend the Reserved Parking Space at 20 Stevens Avenue and Repeal the Reserved Parking Space at 191 Fairview Avenue; 26 Gates Avenue; 33 Long Street and 255 New York Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION								JAN 25 2017 8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING										FEB 08 2017	
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	ABSENT			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE								FEB 08 2017 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JAN 25 2017**

Adopted on second and final reading after hearing on **FEB 08 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **FEB 08 2017**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **FEB 08 2017**

APPROVED:

Steven M. Fulop, Mayor

Date **FEB 14 2017**

Date to Mayor **FEB 10 2017**



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-013

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR  
CHAPTER 345, ARTICLE V- ZONING AND DESIGN STANDARDS**

**WHEREAS**, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

**WHEREAS**, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

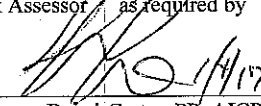
**WHEREAS**, there is a need to respond to the 2012-2013 and 2014-2015 Annual Zoning Board Report recommending changes to the this portion of the R-1 zone due to the high volume of variances requested, and an extensive analysis of the existing density, height, and geographical constraints; and

**WHEREAS**, the Planning Board voted to recommend adoption of this amendment by the Municipal Council at their November 1, 2016 regular meeting;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the Jersey City Land Development Ordinance, be and is hereby amended as follows (Material indicated by strikethrough ~~like this~~ is existing material that is intended to be deleted. Material indicated by bold italic *like this* is new material that is intended to be enacted):

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Maryann Bucci-Carter, PP, AICP,  
Acting Director of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

\_\_\_\_\_  
Corporation Counsel

APPROVED: 

\_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE JERSEY CITY LAND DEVELOPMENT  
ORDINANCE FOR CHAPTER 345, ARTICLE V – ZONING AND DESIGN  
STANDARDS****Initiator**

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Acting Director
	Tanya R. Marione PP, AICP	Principal Planner
Phone/email	201-547-5010	tanyam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance creates a new zone, that after much analysis is more comparable to the existing use and intensity than the current R-1 zoning. The major points are:

- Zoned by Density: 75 units an acre = 4 units on a 25x100 lot
- Retail or office space permitted on the ground floor along Brunswick Street, Monmouth Street, or Coles Street
- Maximum Height 4 stories, 42 ft; except on streets with ROW less than 60 ft, and then the 4<sup>th</sup> floor must be setback a minimum of 15 ft
- Minimum Lot Size 18x100 (3units)
- Lot Coverage 75% (less pavement)
- Parking prohibited lots under 50 ft wide, over 50 ft wide .5 space: 1 unit
- No curb cut permitted on Brunswick, Monmouth or Coles Street
- Requirements on acceptable materials for lot coverage: pavers, porous pavement, gravel, etc

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



Department of Housing, Economic Development & Commerce  
Division of City Planning



Inter-Office Memorandum

**DATE:** January 4, 2017  
**TO:** Council President Lavarro, Anthony Cruz, Maryann Bucci-Carter  
**FROM:** Tanya R. Marione, PP, AICP  
**SUBJECT:** Amendments to the Land Development Ordinance for the creation of a new zone: R-5, Low Rise, Mixed Use Zone

The new R-5 would encompass the proposed area:



R-5 ZONE DISTRICTS 2016  
ZONING MAP AMENDMENT

**Legend**  
Current Zone Boundaries  
Proposed R-5 Zone Districts

1 inch = 300 feet

0 150 300 600 Feet



Jersey City  
City Planning Division  
30 Montgomery Street, Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.347.3010  
Fax: 201.347.3323

- Zoned by Density: 75 units an acre = 4 units on a 25x100 lot
- Retail or office space permitted on the ground floor along Brunswick Street, Monmouth Street, or Coles Street
- Maximum Height 4 stories, 42 ft; except on streets with ROW less than 60 ft, and then the 4<sup>th</sup> floor must be setback a minimum of 15 ft
- Minimum Lot Size 18x100 (3units)
- Lot Coverage 75% (less pavement)
- Parking prohibited lots under 50 ft wide, over 50 ft wide .5 space: 1 unit
- No curb cut permitted on Brunswick, Monmouth or Coles Street
- Requirements on acceptable materials for lot coverage: pavers, porous pavement, gravel, etc

**Amendment to Jersey City Land Development Ordinance for Chapter 345,  
Article V, Section 44 - R-5 Low Rise Residential, Mixed Use zone**

**§ 345-44. - R-5 Low Rise Residential, Mixed Use Zone**

A. Purpose. The purpose of this district is to provide development regulations contextual to the existing predominantly two to four story multifamily neighborhood with occasional retail venues. Moreover, the intent of the zoning regulations are to protect the historically low-rise nature of the neighborhood from inappropriate infill such as: buildings greater than 4 stories, detached buildings, front yard parking, and ground floor garages on lots smaller than 4,000 square feet. Additionally, the purpose of the zoning in this district is to address and mitigate the impact the flooding in low laying vulnerable areas, and create a more resilient neighborhood for future generations.

B. Permitted principal uses:

1. Residential
2. Retail sales of goods and services on the ground floor along Brunswick Street, Monmouth Street, or Coles Street, or other locations where there are existing, legal storefront
3. Professional offices and medical offices on the ground floor along Brunswick Street, Monmouth Street, or Coles Street, or other locations where there are existing, legal storefronts.
4. Cafe on the ground floor along Brunswick Street, Monmouth Street, or Coles Street, or other locations where there are existing, legal storefront
5. Schools.
6. Governmental uses.
7. Houses of worship.
8. Parks and playgrounds.
9. Home occupations (See 345-60.G.2. Standards for Specific Accessory Uses. a. Home Occupations).
10. Live Work
11. Any building that can be dated back to 1890 shall not be demolished without written consent from the Historic Preservation Officer. It is within the Historic Preservation Officer's purview to refer the determination of the appropriateness of demolition to the Historic Preservation Commission. Any appeal of the Historic Preservation Officer or Historic Preservation Commission shall be reviewed by the Zoning Board of Adjustment.
12. Any combination of the above (With the exception that retail and office are limited to the criteria above in B.2 and B.3)

C. Bulk Standards:

1. All lots legally existing at the time of adoption of this ordinance (2016) are now conforming

2. Lot Standards

- a. Minimum Lot Size: One thousand eight hundred (1,800) square feet
- b. Minimum Lot Width: Eighteen (18) feet.
- c. Minimum Lot Depth: One hundred (100) feet.

3. Setback Standards

- a. Minimum Front Yard Setback: Must meet adjacent structure setback closest to the predominant blockfront setback
- b. Minimum Rear Yard Setback: Thirty (30) feet.
- c. Side Yard Setbacks: Zero, except where there a window exists on an adjacent structure. In that instance, the building must be setback a minimum 3'1", starting at least 1 ft before the window.

4. Height:

- a. Maximum Building Height:

Streets with 60' Right Of Way or larger: 4 Stories, 42 feet

Streets with less than 60' Right of Way: 3 Stories with a 4<sup>th</sup> Floor setback a minimum of 15 feet from the front of the building. The total height permitted is 42 feet. In the instance the 15 ft setback cannot be met, a height variance and setback variance shall be required.

Corner Lots: The height of the lot shall be controlled by the size of the street line with the lesser frontage.

- b. Minimum Floor to Ceiling Height: 9 feet
- c. Mezzanines are not permitted
- d. Any rooftop deck and its surrounding barrier, required by code, must be setback a minimum of 5 ft from the front of the building. Rooftop deck shall not cover more than 30% of the roof's available surface area except where a green roof is installed. Where a green roof is installed, the remaining roof area, inclusive of the setback requirements, can be covered up to 50%, the rest must be a green roof installation.

5. Density

- a. Maximum Density: Eighty (80) units an acre

6. Coverage Standard:

- a. Maximum Building Coverage: Seventy percent (70%)
- b. Maximum Lot Coverage: Eighty percent (80%).

#### F. Parking Standards

1. Parking is prohibited on any lots that have sole frontage on Brunswick Street, Monmouth Street, or Coles Street.

2. Parking is prohibited on lots less than 40 feet wide, unless the rear lot line is adjacent to an alley, in which case parking is permitted in the rear yard with access from the alley.
3. Where parking is permitted, parking is required on lots 40 feet wide or greater, according to the following:
  - a. Residential units shall provide a minimum of 0.5 parking spaces and a maximum of 1 parking space per unit.
  - a. In no instance shall parking be permitted between the front building line and street line.
  - b. Maximum width of curb cut: 10
  - c. Maximum width of driveway: 10
  - d. Only a single curb cut, per property, is permitted; however in no instance shall a curb cut be permitted on Brunswick Street, Monmouth Street, or Coles Street.
4. Parking spaces, driveways, and any type of patio shall be constructed using pervious paving materials. The following are acceptable materials:
  - a. Interlocking concrete blocks
  - b. Permeable Pavers
  - c. Open-celled pavers
  - d. Porous pavement, concrete or asphalt
  - e. Gravel
  - f. Reinforced lawn
  - g. Or other material deemed appropriate by Planning/Zoning Board

#### G. Landscaping Standards

1. All properties are required to provide street trees, except where it can be demonstrated to Planning Staff that it is not possible to plant trees due to underground constraints such as water or utility lines.
2. All street trees shall be in accordance with the design standards in 345-66.B.
3. In the event a street tree is removed for construction, required repair/replacement, or for any other purpose, restoration of a street tree is required in accordance with the design standards in 345-66.B.
4. At least 20% of every lot shall be landscaped with one of the following materials:
  - a. Reinforced lawn
  - b. Ground cover
  - c. Rain garden
  - d. Bioswales
  - e. Plants that are native, non-invasive and proven drought resistant in an urban environment

#### H. Design Standards

1. Buildings shall be designed to present a harmonious appearance in terms of architectural style and materials and shall be encouraged to incorporate historic elements found throughout the surrounding area
2. Blank walls without fenestration, specifically the non-habitable portion of the building within the flood elevations, shall incorporate façade articulation, recess portions of the street wall, a planter/landscaping buffer, stairs, porches, or any other architectural techniques to ensure visual connectivity between the elevated first floor and the sidewalk.
3. Buildings where ground floor retail is permitted shall incorporate a cornice element or horizontal projection above the storefront glazing separating ground floor uses from the building above.



**R-5 ZONE DISTRICTS 2016  
ZONING MAP AMENDMENT**

**MARCH 1, 2016**

**Legend**

- Current Zone Boundaries
- Proposed R-5 Zone Districts

1 inch = 300 feet

0 150 300 600 Feet



# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-013  
 TITLE: 3.M JAN 11 2017 4.C FEB 08 2017

Ordinance of the Municipal Council of the City of Jersey City  
 adopting amendments to the Land Development Ordinance for  
 Chapter 345, Article V - Zoning and design standards.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">JAN 11 2017 8-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓							LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">FEB 08 2017 9-0</span>											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

JAMES SOLOMON  
 MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson <u>LAVARRO</u> moved to amend* Ordinance, seconded by Councilperson <u>OSBORNE</u> & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMEN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <span style="float: right;">FEB 08 2017 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 11 2017  
FEB 08 2017  
 Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by  
 the Municipal Council at its meeting on FEB 08 2017

Robert Byrne  
 Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President  
 Date FEB 08 2017

APPROVED:

Steven M. Fulop, Mayor  
 Date FEB 14 2017

Date to Mayor FEB 10 2017

City Clerk File No. Ord. 17-015

Agenda No. 3.C 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage

## ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-015

**TITLE:**

**AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 661 MONTGOMERY STREET, FOR ONE (1) YEAR**

**COUNCIL** offered and moved adoption of the following Ordinance:

**WHEREAS**, on April 1, 2014 the City of Jersey City ("the City") entered into a lease with Evangelismos Greek Orthodox Church ("the Church") for the use of 29 of the available parking spaces in the Church's parking lot for the City's daily weekday use; and

**WHEREAS**, Article II of the Lease provided that the City has an option to extend the term of the of Lease for an additional three (3) years by individual one (1) year options; and

**WHEREAS**, on April 13, 2016, the Municipal Council adopted Ordinance 16.052 which allowed the City to exercise its option to extend the term of the of Lease for an additional (1) year; and

**WHEREAS**, the City now wishes to exercise its option to extend the term of the of Lease for a second one (1) year term to begin on April 1, 2017 and terminating on March 31, 2018; and

**WHEREAS**, pursuant to the terms of the existing Lease, the Church agrees to grant the City the right to use the 29 parking spaces at a rate of \$60 per space, per month or \$1,740.00, for a total of \$20,880.00, payable in monthly installments, on or before the first day of each month, pursuant to the provisions of the original Lease attached hereto; and

**WHEREAS**, there are sufficient funds in the Municipal Rental Account, account #01-201-31-432-304, available to pay the annual rental charges incurred by this Ordinance; and

**WHEREAS**, it is in the best interests of the City to exercise its option to extend the term of this of Lease for an additional one (1) year term; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The City hereby exercises its option to extend the lease of 29 of the available parking spaces in the Church's parking lot for the City's daily weekday use, for an additional one year term.
  - A. The Property: Block 15103, Lot 1 on the official tax map of the City, more commonly known by the street address of 661 Montgomery Street, Jersey City, New Jersey 07306.
  - B. The Leasor: Evangelismos Greek Orthodox Church



**AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND  
THE TERM OF THE LEASE WITH EVANGELISMOS GREEK  
ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES  
LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS  
661 MONTGOMERY STREET, FOR ONE (1) YEAR**

- C. The Term: One (1) year.
- D. The Fee: \$60.00 per space, per month, or \$1,740 per month for one year beginning April 1, 2017 and ending March 31, 2018. The City shall pay the Church \$1,740 by April 1, 2017.
2. The final form of the Lease shall be in the form attached subject to such modifications as the Business Administrator or the Corporation Counsel deem necessary.
- JJH 1/17/17*

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

**AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 661 MONTGOMERY STREET, FOR ONE (1) YEAR**

**Initiator**

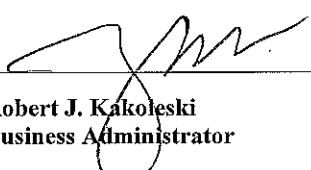
Department/Division	Department of Administration	Office of the Business Administrator
Name/Title	Robert J. Kakoleski	Business Administrator
Phone/email	201-547-5147	rjkakoleski@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This Ordinance will allow the City to exercise another one (1) year option under an already existing Lease to continue allowing the City to use the parking lot located at 661 Montgomery Street for the City's daily, weekday use.

**I certify that all the facts presented herein are accurate.**

  
**Robert J. Kakoleski**  
**Business Administrator**

January 17, 2017

**Date**

**LEASE between JERSEY CITY and EVANGELISMOS GREEK ORTHODOX CHURCH**

**THIS LEASE**, dated as of the 1<sup>st</sup> day of **APRIL, 2014** between

**EVANGELISMOS GREEK ORTHODOX CHURCH**, with offices located at 661 Montgomery Street Jersey City, New Jersey 07306, hereinafter referred to as the Landlord, and the **CITY OF JERSEY CITY**, with offices at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Tenant;

**WHEREAS**, the Tenant's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

**WHEREAS**, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

**WHEREAS**, the Landlord is the owner of a certain property near 199 Summit Avenue known as Block 15103, Lot 1 on the official tax map of the City, and is more commonly known by the street address of 651 Montgomery Street, Jersey City, New Jersey 07306, hereinafter referred to as the Premises; and

**WHEREAS**, the Premises contains a parking lot suitable for use by the Tenant's employees who will be working at 199 Summit Avenue; and

**WHEREAS**, the Tenant wishes to use 29 of the available parking spaces in the Premises for the Tenant's daily weekday use; and

**WHEREAS**, the Landlord agrees to lease to the Tenant the use of these 29 spaces, hereinafter referred to as the Leased Premises for the term and rent specified herein.

**THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:**

The Landlord hereby leases to the Tenant, the parking spaces noted above in accordance with and subject to the terms and condition of this lease.

**ARTICLE I**

***Term:***

The Initial Term of this Lease shall be for two (2) years beginning **APRIL 1, 2014** and terminating on **MARCH 31, 2016**.

**ARTICLE II**

***Option to Renew or Extension of Lease Term:***

During the Initial Term of this Lease the Tenant shall have the option to extend the term of this lease, provide that same is in full force and effect and the Tenant is not in default hereunder and on the same terms and conditions for an additional three (3) years as individual one (1) year options (the "Extended Term"). The Tenant shall deliver written notice to the Landlord at least ninety (90) days but not more than one-hundred eighty (180) days prior to the expiration of the Initial Term with time being of the essence to the option to extend the lease. Such notice shall be by certified mail.

The Tenant, with the consent of the Landlord, may also extend the term or terms of the lease agreement for such periods and upon such conditions as the parties may agree. If the Tenant shall

remain in the Leased Premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

### **ARTICLE III**

#### ***Termination of Lease:***

This Lease shall end at the expiration of the initial term or renewed term or may sooner terminate pursuant to the provisions of this lease or pursuant to law. Upon the expiration or other termination of this Lease, the Tenant shall, at its sole cost and expense, cease its operations, remove all personal property and restore the Leased Premises to its original condition, reasonable wear and tear caused by Tenant is excepted.

### **ARTICLE IV**

#### ***Rent:***

The Tenant shall pay rent to the Landlord for the use of the 29 spaces within the Leased Premises as follows: \$50.00 per space, per month for the duration of this Lease, or \$1,450.00 payable on or before the first day of each month, commencing as soon as this Lease is executed and not later than July 1, 2014.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$55.00 per space, per month for the duration of this Lease, or \$1,595.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fourth year, the rent shall be as follows: \$60.00 per space, per month for the duration of this Lease, or \$1,740.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fifth year, the rent shall be as follows: \$65.00 per space, per month for the duration of this Lease, or \$1,885.00 payable on or before the first day of each month.

Should the term of this Lease commence or end on a day other than the first day of a calendar month, then the rental for such partial month shall be pro-rated on a daily basis based upon a thirty (30) day calendar month.

### **ARTICLE V**

#### ***Use of the Leased Premises:***

The Tenant shall be entitled to use these 29 parking spaces between the hours of 6:00 AM and 7:00 PM every Monday, Tuesday, Wednesday, Thursday and Friday of every week.

The Landlord shall be entitled to use the same 29 parking spaces between the hours of 7:01 PM and 5:59 AM every Monday, Tuesday, Wednesday and Thursday of every week.

The Landlord shall retain exclusive use of the 29 spaces during weekends (Friday from 7:01 PM to Monday at 5:59 AM, including all-day on Saturdays and Sundays).

The Landlord reserves the right to re-enter and use the Leased Premises for its own use during

religious holidays, including, but not limited to, Christmas, the Feast of the Annunciation (March 25<sup>th</sup>) and Orthodox Good Friday.

The Landlord also reserves the right to re-enter and use the Leased Premises for funerals provided that the Landlord gives reasonable advanced notice to the Tenant of its intention to use the Premises.

#### **ARTICLE VI**

##### ***Assignment and Subleasing:***

Tenant shall not have the right to assign or sub-let the Leased Premises nor any portion thereof without the written consent of the Landlord.

#### **ARTICLE VII**

##### ***Alterations to the Leased Premises:***

The Tenant has examined the Leased Premises and accepts it in its present condition (except as otherwise expressly provided herein) and without any representations made by the Landlord or its agents as to the present or future condition of the Leased Premises. The Landlord makes no representation nor warranty with respect to the condition of the Leased Premises, and the Landlord shall not be liable for any latent or patent defect in the Leased Premises.

The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord with the exception of stripping the Leased Premises. If the Landlord consents to the renovations or alterations, said renovations or alterations shall be made at the sole expense of the Tenant. All additions and improvements, whether temporary or permanent, which may be made upon the Leased Premises either by the Landlord or the Tenant shall be the property of the Landlord and shall remain upon the Leased Premises at the termination of this lease without compensation to the Tenant. Notwithstanding the foregoing, all equipment which are not deemed improvements and are installed by Tenant remains the property of the Tenant and shall be removed from the Leased Premises by the Tenant at the end of the Lease. If the Tenant refuses or neglects to remove such equipment, the Landlord may remove the equipment, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in removing the equipment.

The Tenant shall take good care of the Leased Premises and fixtures and appurtenances therein. The Tenant shall commit no act of waste.

#### **ARTICLE VIII**

##### ***Maintenance and Repairs:***

The Landlord shall be responsible for ensuring that the Leased Premises is properly paved, properly lit and fenced in. The Landlord shall be responsible for security and for keeping the lot in good order including cleaning and sweeping the lot at regular intervals and maintaining all improvements thereto in good condition.

The Tenant shall be responsible for stripping the lot and snow removal. The Tenant will not leave debris, rubbish, flammable or other objectionable material at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

#### **ARTICLE IX**

##### ***Hazardous Materials:***

If Hazardous Materials are discovered in the Leased Premises (or otherwise on the Landlord's Property if the presence of Hazardous Materials therein or thereon affects the Leased Premises) on or after the

Commencement Date (and provided the Hazardous Materials were not, or caused to be brought, installed, placed or released within the Leased Premises, the Building or Property by the Tenant or its Officers, Employees or Agents), and to the extent that abatement work is ordered by a government agency having jurisdiction and authority to so order, or the same is required by applicable law, then the Tenant shall have the right to vacate the Leased Premises and Landlord shall, at its sole cost and expense, promptly perform all abatement work and make all repairs. All rent payable hereunder shall be abated from the date on which the Hazardous Materials are discovered until the date on which the abatement work is complete and all repairs are completed, if said abatement cannot be completed without the Tenant vacating the Leased Premises.

- (a) Landlord hereby agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease from or in connection with the presence or suspected presence of hazardous materials on or under the Leased Premises, the adjacent Building or Property, unless the hazardous materials are present due to any act or omission of Tenant, its officers, employees or agents.
- (b) Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation, legal counsel, engineering and other professional or expert fees, which Landlord may incur, provided that any such hazardous materials discovered were related to any act or omission by Tenant, its Officers, Employees or Agents with regard to Tenant's obligations under this paragraph. The provisions of this Section shall survive the expiration or early termination of this Lease.

#### **ARTICLE X**

##### ***Damage or Destruction:***

If after the use commencement date, any damage to the Leased Premises or to any other part of same or to their fixtures caused by the negligence or improper conduct of the Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by the Tenant at its sole cost and expense. If the Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within thirty (30) days after written notice from the Landlord to the Tenant of the need therefore, the Landlord may make such repairs at the expense of the Tenant and such expense shall be collectible as additional rent.

The Landlord shall be responsible for the cost of repairs for damage or destruction of the Leased Premises or any part of it which are damaged or destroyed as a result of the carelessness, negligence or improper conduct of the Landlord or its employees, agents guests, invitees or clients.

Whenever the Landlord makes repairs or restorations it shall have the exclusive right to make the repairs and restorations to the Leased Premises with its own in-house staff or contractors, if Landlord bears responsibility for the cost of said repairs and restorations.

#### **ARTICLE XI**

##### ***Security:***

The Landlord is required to provide security by ensuring that the Leased Premises is properly fenced in and lit. The Tenant may provide additional security measures for the Leased Premises at the sole expense of the Tenant, providing that the Landlord approves same in writing.

## **ARTICLE XII**

### ***Right of Entry:***

The Landlord may enter the Leased Premises at reasonable hours in the day or night to examine the same, or to make such repairs, as necessary for the safety, or convenience of the users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations), or in the event of an emergency.

## **ARTICLE XIII**

### ***Insurance:***

Tenant is self insured for General Liability in the amount of \$1,000,000. Tenant also carries Excess General Liability Insurance in the amount \$2,000,000 over the \$1,000,000 self insured retention for a total of \$3,000,000 in coverage. Landlord acknowledges Tenant's right to self insure. At the inception of this Lease, Tenant shall provide a letter or certificate evidencing coverage of self-insurance and compliance of insurance. A letter from the Tenant will be provided naming the Landlord as an additional insured.

The Tenant's self insurance and excess shall be as related to Tenant's negligence, notwithstanding any insurance maintained by the Landlord. The Landlord shall have no responsibility for loss, damage to, or theft of the Tenant's personal property. In addition, the Landlord shall maintain its Comprehensive General Liability Insurance.

## **ARTICLE XIV**

### ***Fire or Other Casualty Loss:***

The Tenant shall give immediate notice to the Landlord if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements.

Should the Leased Premises be rendered unfit for the Tenant's use, but yet be repairable within ninety (90) days from damage, the Landlord may enter and repair the same with reasonable speed, in which event, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed.

But if the Leased Premises shall be so slightly damaged as not to be rendered unusable, the Landlord shall repair the Leased Premises with reasonable promptness in which case the rent accrued and accruing shall not cease.

In the event of the destruction of the Leased Premises during the term or previous thereto, or such partial destruction as to render the Leased Premises unfit for the Tenant's use, or should the Leased Premises be so badly damaged that the same cannot be repaired within ninety (90) days of such damage, the term shall, at the sole option of the Tenant, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Leased Premises and all of the Tenant's interest therein, and shall pay rent only to the time of such surrender.

## **ARTICLE XV**

### ***Quiet Enjoyment:***

The Landlord covenants that the Tenant, by paying the rent and performing the terms and conditions contained in this lease agreement shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Tenant's use pursuant to the terms of this Lease.

## **ARTICLE XVI**

### ***Condemnation:***

If the property or any part thereof wherein the Leased Premises are located shall be taken by public or

quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

## **ARTICLE XVII**

### ***Breach and Termination:***

If the Tenant violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Tenant, this Lease shall, at the option of the Landlord, become void, and the Landlord may re-enter the Leased Premises without further notice or demand to the Tenant. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the Leased Premises after the breach or violation.

If the Landlord violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Landlord, this Lease shall, at the option of the Tenant, become void, and the Tenant may surrender the Leased Premises without further notice or demand to the Landlord. The rent in such case shall become due, be apportioned and paid up to the day of surrender. No waiver by the Tenant of any violation or breach of condition by the Landlord shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Landlord before the Tenant shall exercise its option under this paragraph operate to defeat the right of the Tenant to declare this lease void and to surrender the Leased Premises after the breach or violation.

## **ARTICLE XVIII**

### ***Notices:***

All notices and demand, incidental to this Lease, or the occupation and or use of the Premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail, addressed to the Tenant at:

City of Jersey City  
Business Administrator  
280 Grove Street  
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to:

Mr. John Mehos  
President  
Evangelismos Greek Orthodox Church  
661 Montgomery Street  
Jersey City, New Jersey 07306

The Tenant shall comply with all laws, ordinances, rules and regulations of the Federal, State, County



and Municipal authorities applicable the Tenant's Permitted Use of the Premises.

#### **ARTICLE XIX**

##### ***Events of Default; Remedies Upon Tenant's Default:***

The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within (20) twenty days thereafter; (b) a default by the Tenant in the performance of any of the other material covenants or conditions of this Lease, which the Tenant does not cure within thirty (30) days after the Landlord gives the Tenant written notice of such default; or (c) the eviction of the Tenant.

If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Leased Premises. The Landlord may then re-let the Leased Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

#### **ARTICLE XX**

##### ***Termination on Default:***

If an Event of Default occurs, Tenant shall have thirty (30) days after receipt of written notice from Landlord of said Default, within which to cure same. Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant thirty (30) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, without liability for damage.

Whether or not this Lease is terminated by reason of Tenant's default, Landlord shall take all reasonable steps to mitigate damages.

#### **ARTICLE XXI**

##### ***Non-Liability of Landlord:***

The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of improper conduct on the part of the Tenant or any tenant's agents, employees, guests, invitees, or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

#### **ARTICLE XXII**

***Transfer of Landlord's Interest.*** In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided that the new owner or transferee assumes any and all obligations and liabilities under this Lease of the original Landlord.

### **ARTICLE XXIII**

#### ***Hold Harmless Agreement:***

The Tenant shall indemnify, defend and hold harmless the Landlord, its Members, officers, employees, contractors, agents, assigns and successors and any other party or entity acting on behalf of the Landlord, from and against any and all liabilities, claims, losses, damages, costs, fees, and expenses incurred therefore, except reasonable attorneys' fees, relating to any alleged or actual (1) personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of any act, error or omission of the Tenant or its employees, agents, consultants or contractors, or (2) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Tenant or its employees, agents, consultants or contractors while such personal property is at or on the Premises, unless resulting from the intentional act of the Landlord. The Tenant's obligation to indemnify pursuant to this section shall survive termination of this Lease.

### **ARTICLE XXIV**

#### ***Miscellaneous:***

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law. All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. Either party may cancel this Lease during the term of this Lease if the either party is in default of any material covenants or conditions hereunder.

This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant. This instrument may not be changed orally.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Robert J. Kakoleski  
Business Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

**EVANGELISMOS GREEK  
ORTHODOX CHURCH**

\_\_\_\_\_  
Reverend Dionysios Marketos

\_\_\_\_\_  
John Mehos  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

JJH/jjh 6/11/14



STEVEN M. FULOP  
MAYOR

**CITY OF JERSEY CITY  
DEPARTMENT OF  
BUSINESS ADMINISTRATION**

CITY HALL • 280 GROVE STREET • JERSEY CITY, NEW JERSEY 07302  
TELEPHONE (201) 547-5147 • FACSIMILE (201) 547-4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

February 9, 2017

Mr. John Mehos  
President  
Evangelismos Greek Orthodox Church  
661 Montgomery Street  
Jersey City, New Jersey 07306

**NOTICE TO EXTEND THE LEASE BETWEEN THE CITY OF JERSEY CITY  
AND EVANGELISMOS GREEK ORTHODOX CHURCH**

Dear Mr. Mehos:

Pursuant to Section II of its Lease with Evangelismos Greek Orthodox Church dated April 1, 2014, and attached hereto, the City hereby elects to exercise its option to extend, for the second time, its lease for for the use of twenty-nine (29) of the available parking spaces in the Church's parking lot for the City's daily weekday use at a rate of sixty dollars (\$60.00) per space, per month for the duration of this Lease, or one-thousand seven-hundred and forty dollars (\$1,740.00) payable on or before the first day of each month. This option Shall commence on April 1, 2017 and terminate on March 31, 2018.

By signing this document below and returning it to the City, the owner acknowledges the extension of the Lease.

**ATTEST:**

**CITY OF JERSEY CITY**

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Robert Byrne  
City Clerk

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Robert J. Kakoleski  
Business Administrator

**ATTEST:**

**EVANGELISMOS GREEK  
ORTHODOX CHURCH**

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John Mehos  
President

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. \_\_\_\_\_ Ord. 17-015  
TITLE: \_\_\_\_\_ 3.C JAN 25 2017 4.E

FEB 08 2017

An ordinance to exercise the City's Option to extend the term of the lease with Evangelismos Greek Orthodox Church for the use of 29 parking spaces located at Block 15103, Lot 1, more commonly known as 661 Montgomery Street, for one (1) year.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JAN 25 2017 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
FEB 08 2017 9-0											
Councilperson <u>RIVERA</u>				moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
FEB 08 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 25 2017  
Adopted on second and final reading after hearing on FEB 08 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on FEB 08 2017

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

FEB 08 2017

APPROVED:

Steven M. Fulop, Mayor

Date

FEB 14 2017

Date to Mayor

FEB 10 2017